

25-4

מדינת ישראל

משרד הממשלה

Dept. of Lands & Surveys

00/12/00
00/12/00
00/12/00

1) Garden no. 1. 6 dunams

Nabi Shamoun - Malkiliya

Tul-Karem [1924-1936]

2) Ruined stable. JalJoulieh
Building no. 9. [1923-1936]

D/Tul/35,40
00/12/00

תיק מס'

British Mandate Collection-Gar

16624 / 4 - גל

381974 מס פריט: 99.0/3 - 432 סוזה פיוז
25/08/2013 02-113-03-05-07 סוזה לוגי
סוזה

British Mandate

25-4

D | TUL | 40

SUBJECT.

D/Jul/35

D/Jul/44
S. 8/114

PALESTINE GOVERNMENT.

627

Garden N^o 1 - 6 Dns - Nabi Sham'oun

Kalkilik - Tulkarm

Transferred to 6p/5/13/3.

D/Jul/35

Ref.No. GP/5/13(3)

OFFICE OF THE
COMMISSIONER FOR LANDS
AND SURVEYS,
MAMILLAH ROAD,
P.O.B. 1184,
Jerusalem.

18.6.36

District Officer,

Tulkarm

Subject:- Government property - *Raqilya*

The State Domain property originally
recorded under State Domain No.D/ *Tul/35*
has now been recorded under GP/5/13(3)

2. I shall, therefore, be glad if you will
use the new number in all future correspondence
relating to this property.

LF.No.7 has already been sent to you.

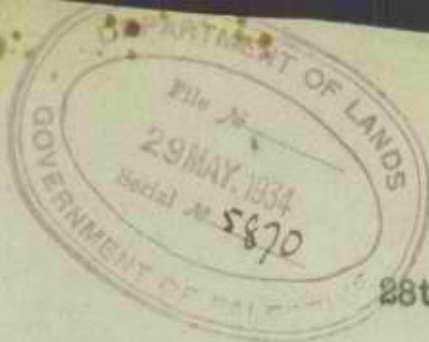
Maurice Ben-Zion
COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to Registrar of Lands,
Tulkarm

File D/ *Tul/35* ✓

JGM/P

406



28th May, 1934.

Assistant District Commissioner,
Samaria.

Subject: Redemption of State Domain.

Reference: Letter No.D/Tul/35-3275 of
23rd May, 1934, from the
Director of Lands with copy
to you.

I have to inform you that since the debt
due by Abdallah Abdul Hafiz of Qalqilya village
in respect of his tithes contract under the Turkish
regime cannot be ascertained and having regard
to the fact that his application to redeem the
land transferred to the Ottoman Treasury upon his
failure to settle his debt is now out of date, I am
not prepared to agree to the land in question
being redeemed.

J. H. Roams.
TREASURER.

Copy to Director, Department of Lands.

AGH.

D/Tul/35 - 4275

23 MAY 1954

The Treasurer

Subject:- Redemption of State Domain.

Reference:- Your letter No. 406 of the
18th April, 1954.

The present market value of the
land in question is estimated at £P.12 per
dunam. There would appear to be no
objection to the redemption.

(s) M. DOUKHAN

DIRECTOR OF LANDS.

Copy to:- Assistant District Commissioner
Samaria.

E.

TLR/16/24-823

Registrar of Lands,
Tulkarm.

12th May, 1934.

Director of Lands,
Jerusalem.

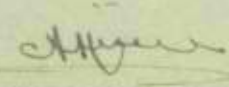


Subject: State Domain-D/TUL/35-
Garden of Nabi Shamoon.

Reference :- Your D/TUL/35-3271 of
19/4/34

The assessed value of the land alluded
to above is L.P.8to 12 per one Std. Dunom.

For your information and necessary action,
please.


REGISTRAR OF LANDS.

MR/RK.

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/TUL/35 3726

1st Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

5 MAY 1934

To Registrar of Lands,

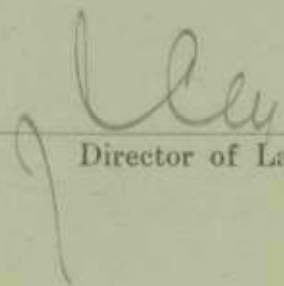
Tulkarm

Will you please reply to this Office Letter No. D/Tul/35- 3271

dated 19th April, 1934.

Subject: State Domain-D/TUL/35.

20/5


Director of Lands

1054
In reply please quote
No. 18/1

P.O.B. 1
Tel. No. 11



DISTRICT OFFICES
TULKARM.

30.4.34.

Subject:-State Domain D/Tul/35
Reference:-Your D/Tul/35 of 20.4.34.

I beg to point out that no lands are being sold in that situation, and so I estimate the price of each Dunum from LP.8 - 10.

HK/BM.


DISTRICT OFFICER.

In reply please c

No.

P.O.B. 1
Tel. No. 11

D/TUL/35- 5330

22 APR 1934

District Officer,
Tulkarm.

Subject:- State Domain
D/Tul/35.

I should be glad if you would
let me know the present market value
of land situated in Qalqilya Village,
Tulkarm Sub-District in the locality
of Nabi Sham, the State Domain number
of which is D/Tul/35.

(Sgd) J. N. STUBBS

DIRECTOR OF LANDS.

N.
[Signature]

5/5

D/Tul/35- 3271

19 APR 1934

Registrar of Lands,
Tulkarm.

Subject:- State Domain-
D/Tul/35.

I should be glad if you
would let me know the present market
value of land situated in Qalqilya
Village, Tulkarm Sub-District in the
locality of Nabi Sham, the State Domain
number of which is D/Tul/35.

(Sgd) J. M. STUBBS

DIRECTOR OF LANDS.

H.
[Signature]

In your reply please quote

No. 406

16 April, 1934.

Director,
Department of Lands.



Subject: Redemption of State Domain.

An application has been received from Abdallah Abdul Hafiz of Qalqilya village, Tulkarem Sub-District, for the redemption of his property situated in that village in the locality of Nabi Sham'on which was transferred to the name of the Ottoman Treasury for failure to settle a debt under a tithe contract. The property appears to consist of land, planted with trees, of an area of six dunums and is registered in the Tabo under Nos. 1 and 2 of February 1330 "Daimi" at the value of Piastres Turkish 2,000.

2. I am informed by the Assistant District Commissioner, Samaria, that this land has been leased during the years 1924, 1925 and 1926 at an annual rent of 500 mils only for the reasons that no bidder came forward and that the trees give no yield.

3. I shall be obliged if you will advise me as to the present market price of the land in question and as to whether any advantage would be derived by allowing the land to be redeemed at its registered

cc
Ask D/O Tulkarem
and R. - Tulkarem
MD 27/4

2.

value, namely Turkish piastres 2,000 equivalent to £P.18, plus interest at the rate of 6% per annum for each year the land has been attached, or a further sum of £P.18, under the terms of the Public Notice dated 3rd January, 1921, published in Official Gazette No.35 of the 15th January, 1921.

T. N. Roane
TREASURER.

MF.

Copy to: Assistant District Commissioner,
Samaria.

20 NOV 1933

D/Tul/35- 9254

Assistant District Commissioner,
District Officer,
Samaria,
Nablus.

Subject:- State Domain
D/Tul/35.

Reference:- Your letter No.T/80/51
of the 11th of November,
1933.

The petition should be
submitted to the Treasurer in
the first place.

1763 Cecil L. Her

DIRECTOR OF LANDS.

N.

GOVERNMENT OF PALESTINE.

In reply please quote
Ref. No. T/80/51

-4064

DISTRICT OFFICES.
NABLUS.

11th. November, 1933

Director of Lands,
Jerusalem



I forward herewith a translation
of a petition addressed to the District Officer,
Tulkarm by a certain Abdallah Abdel Hafez of
Qalqilya together with a letter No.18/1 of the
26th October received from the District Officer
on the subject.

2. I shall be grateful if you will
advise as to the steps to be taken to accede to the
petitioners request which appears to be reasonable.

ASSISTANT DISTRICT COMMISSIONER
SAMARIA

Copy to:- District Officer, Tulkarm.

Translation.

District Officer, TulKarm.

I beg to state that I own a plot of land planted with olive trees at Qalqilya in a place called Nabi Shamoun which I offered as a security towards the guarantee required for certain tithes contractors, as the guaranteed person failed to repay to the Ex Government treasury the amount of taxes due, so the land was put to sale and transferred to the name of the Government treasury as per registration deed (Kushan) dated 1st February 1330 No.19 and 21 and up to date the land is still in Government name.

2. Certain friends of mine where lands were registered in the name of the Government as a result of the failure of the tithes contractors to repay the Government treasury the amount of taxes due from them have released their lands on payment to the Government after occupation the sum for which the land was sold according to the Government declaration issued to that effect, being now in a possession to repurchase the land for the amount of taxes ~~as~~ due, for which the land was sold, so I humbly beg to be treated similar to my colleagues who restored their lands.

Dated 26.10.33.

(Sgd) Abdallah Abdel Hafez
Qalqilya

HK/BM.

5 JUL 1937

Assistant District Commissioner,
Samaria
District Offices,
Nablus.

Subject:- Land Litigation and
Land Settlement work.

Reference: Your letter No.S/80/1
of the 28th of June, 1933

A claim was duly submitted
with regard to B/Tul/40 Khan El Kharab
in Jaljulya.

Claims will be submitted in
due course for B/Tul/35 in Jalqiya Village
together with other claims for the state
properties situated therein.

DIRECTOR OF LANES.

H.

Registrar of Lands,
Tulkarm.

Subject:- Land Settlement -Qalqilia

Reference:- Your TLR/3/27/2 of 28.6.33.

From the list forwarded by you under cover of your above mentioned letter it appears that the following properties are registered in the name of the Ottoman Agricultural Bank and the Treasury respectively:-

52 Shibat 1314 d.
1,2 Shibat 1330
223, 228, 229 Tishrin Tany 1314 d.

Extracts for only 2 properties, thus
Nos. (?) 23 Tishrin Tany 1314 D
3 Khuzairan 1309 D(?).

Some of these numbers also appear in the list received from the Liquidator Ottoman Agricultural Bank and forwarded to you on 22.6.33, viz. Nos. 288 (?) and 289 November 1314 D and No. 52 Shibat 1314 D.

2. From my records it appears that No. 1 and 2 Shibat 1330 is recorded as D/Tul/35. There are other two State Domains recorded under No. D/Tul/45 and 46 for which no Kushans can be traced.

You are hereby instructed:-

- (a) To verify all these records and send information and report to me how far they corroborate and within they refer to the same properties. Extracts of registration should be sent. If State Domain reference numbers exist, they should also be quoted.
 - (b) Report who are in possession of these properties, since when and under what authority.
 - (c) Report as to their position, whether cultivated or otherwise.
- Please treat this matter as urgent.

Copies to:-

D/Tul/35, 45 & 46

DIRECTOR OF LANDS

DISTRICT OFFICER,
NABLUS.

S/80/1 - 20 20

28th June, 1933

Director of Lands
Jerusalem.

Subject :- Land Litigation and Land
Settlement Work.

Reference :- L/29/33 of 15-6-33

With reference to the above quoted
Chief Secretary's Circular I wish to point out
that settlement operations are about to take
place in the villages of Qalqilya and Jaljulya.

2. You will presumably take suitable
steps to protect Government's interests in the
following state domains.

Name of Village -----	State Domain Property No. -----	Name of Property -----
Qalqilya	D/Tul/33 ✓	Nabi Sha inon
Jaljulya	D/Tul/40	Khan El Kharab

(Sgd.) ? Foot.

ASSISTANT DISTRICT COMMISSIONER
SAMARIA.

Copy to :- District Officer
Tulkarm.

TRANSLATION

District Officer,
Tulkarm.

I beg to state that I own a plot of land planted with olive trees at Qalqilya in a place called Nabi Shamoun which I offered as a security towards the guarantee required for certain tithes contractors, as the guaranteed person failed to repay to the Ex-Government treasury the amount of taxes due, so ~~that~~ the land was put to sale and transferred to the name of the Government treasury as per registration deed (kushan) dated 1st February 1330 No.19 and 21 and up to date the land is still in Government name.

2. Certain friends of mine where lands were registered in the name of the Government as a result of the failure of the tithes contractors to repay the Government Treasury amount of taxes due from them have released their lands on payment to the Government after occupation the sum for which the land was sold according to the Government declaration issued to that effect, being now in a possession to repurchase the land for the amount of taxes, due for which the land was sold, as I humbly beg to be treated similar to my colleagues who restored their lands.

dated 26.10.33

Sgd.Abdallah Abdel Hafez,
Qalqilya.

2648

Ref No.11/106

DISTRICT OFFICES

TUL KARM.

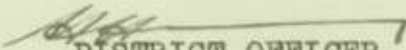
28.9.32.

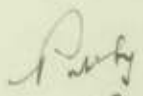
Director of Lands,
Jerusalem.

Subject:-State Domain D/Tul/35
Reference:-Your D/Tul/35 of 23.9.32.

This state domain building has been put to auction, the prescribed period of lease elapsed and no tender was offered.

HK/BM.


DISTRICT OFFICER.


379.

D/TUL/35- 6038

23 SEP 1932

District Officer
Tulkeram.

Subject:- State Domain
D/Tul/35.

Reference:- your letter No.299/30
of the 19th of Nov.1930.

I note that this property
is not leased and should be glad if you
would arrange for it to be put up for lease
by public auction as soon as possible.

(Sgd) Cecil L. Horton

DIRECTOR OF LANDS.

N.

Ref No. 299/30

DISTRICT OFFICES
TUL KAREM.

19th November 1930

9700

Director of Lands,
Jerusalem

SUBJECT :- State Domain D/Tul/35
REFERENCE:- Your No.D/Tul/35-8039 of 17.11.30

No tenders have been offered please.


DISTRICT OFFICER
TULKAREM

KH/MEM

B.F. 27/11
no action
2.12

L

Ref No 2240

Page 10

Director of Public
Administration

Director - State Police
Washington - June 10, 1942

Re Washington from June 10, 1942.

7-11-42

10-11-42

11-11-42

D/Tul/35 - 8039

17
15th Nov. 1930.

District Officer,
Tulkeram.

Subject:- State Domain
D/TUL/35.

Reference:- Your letter No.
D/Tul/35 of the
16th of Oct. 1930.

I should be glad if you
would inform me of the result of
the auction in respect of the
above mentioned property.

(Sgd.) Cecil L. Horton

DIRECTOR OF LANDS.

2/13

Ref No. 299/30

DISTRICT OFFICES
TUL KAREM.

15th October 1930

Director of Lands,
Jerusalem



SUBJECT :- State Domain TulKarem -D/Tul/35
REFERENCE:- Your No. D/Tul/7045 of 9.10.30.

Your letter has been complied with. You will be informed of the result in due course.


DISTRICT OFFICER
TULKAREM

WA/MEM

B.F.
17/10. noted
30/10. noted
2/11.

D/Tul35 - 7095

9th October, 1930.

District Officer
Tulkeram.

Subject:- State Domain
Tulkeram-D/Tul/35

Reference:- Your letter No.
T/299/30 of the
5th of June, 1928.

I should be glad if you
would arrange for the above men-
tioned property to be put up for
lease by public auction.

(Sgd) Cecil L. Horton

DIRECTOR OF LANDS.

25/10

Translation
JH
7.11.29

Extract No.

REGISTER OF DEEDS.

VOLUME No.

Town or Village *Kalkilik*

Situation or Quarter *Bani Sham'on*

Petition No. _____ of Year _____

12017-15000-Q

No. of Deed	Date of Registration	Class of Land	Description of Property	Boundaries	Area		Nature of Transaction	Name of Grantor	Name of Grantee	Shares	Consideration or value		Remarks
					Don						A.P.	mils	
1		Miri	E. Ibrahim N. Kharab W. " S. "	6		The planted garden of 6 Dums which was without registration in trust of Abdallah ^{son of} Abdel Haves son of Hamdan owing to non payment of Duties due for the Treasury & per per the estimate value given from Mahsanet el Kada & Mujlis Idara an order was given from finens, dated 27 Eamus 330 N ^o 4, 64, was registered in the name of Treasury		Treasury	in whole	667			

The above is a true copy of the Register and is given against payment of L.P. as per receipt No. of

Date_____

Registrar of Lands.

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/35
2. Town or Village " 4. Map Reference No.
5. Name of Property Kalkilieh Parcel No. Block No.
6. Situation Nabi Shamoon
7. Description Garden
8. Category of Land
9. Finance No. 3045,3048
10. Land Registry Deed Vol Fol 1 Date Feb.330
11. Turkish Registration No. Date
12. Date of Survey
13. Area { Metric Donums sq. metres.
6 Donums sq. metres.
sq. pics.
14. Boundaries :—
North :— Waste

South :— Ahmad

East :— Ibrahim

West :— Waste
15. Remarks :— No bidders.

No.T/299/30.

Director of Lands
Jerusalem



District Offices
Tul Karem
5th, June, 1928.

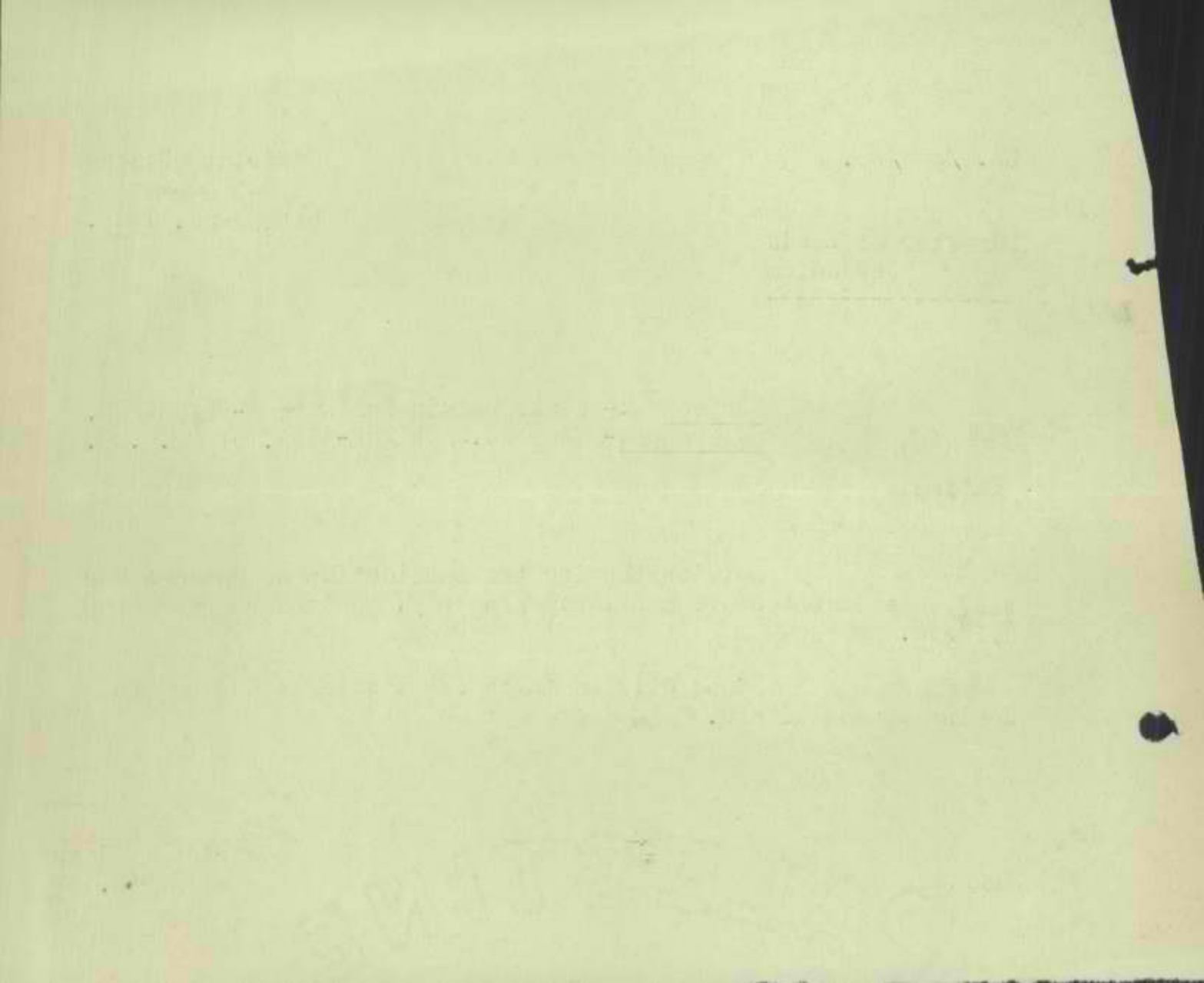
Subject :- State Domain Tul Karem - D/Tul/35.
Reference:- Your No.D/Tul/35-4159. of 29.5.28.

Notwithstanding the publication of notices for the lease of the above mentioned property; no tenders have been offered.

Steps will be taken for its lease during the coming season please.

KMA/HHH


District Officer
Tul Karem.

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

DEPARTMENT OF LANDS,
P.O.B 356
JERUSALEM.

29th May 1928.

In reply please quote:—

D/Tul/35 - 4159

1st Reminder

To District Officer,

Tulkarem.

Will you please reply to this Office Letter No. D/Tul/35
dated 11th November, 1927

Subject: State Domain - Tulkarem. D/Tul/35.

MG.

Director of Lands

D/Tul/ 35 -5753

// November, 1927

District Officer,
Tulkarem.

Subject:- State Domain-
Tulkarem-
D/Tul/ 35

The Agreement of Lease
in respect of the above mentioned
property terminated on the 14th
of October, 1927.

2. I shall be obliged if
you will arrange to have this
property re-let.

WILLIAM GEORGE L. HORTON
DIRECTOR OF LANDS

IKB/RP.

D/Tul/35

8th December, 1926.

District Officer,
Tulkarem.

Subject : State Domains,
Tulkarem-D/Tul/35
Reference: Your D/Tul/35 of
3. 12. 26.

--
I am enclosing herewith
two copies of Agreement of
Lease in the name of Kasem El
Mohamad for the above property
duly signed by the Director of
Lands.

2. Kindly hand the stamped
copy to the tenant for his
retention.

(Sgd.) J. N. Stubbs
DIRECTOR OF LANDS

IKB/RP.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this fifteenth day of October, one thousand nine hundred and twenty six between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Kasem El Mohamed of Kalkilia village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Nabi Shamoun in the village of Kalkilia in the Sub-District of Tul Karm and Northern District extending to an area of Six dunoms more or less and more fully described ~~in the schedule~~ and plan attached hereto and in the Tabu Register of Tul Karm Vol. 1, 2 Folio - dated Feb. 330 for the period of One year from the fifteenth day of October 1926 to the fourteenth day of October, 1927 (determinable nevertheless as hereinafter mentioned) at a rent of Five hundred milliemes only payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

~~2. To pay in addition to the Tithe of 12% a rent of one-tenth of the produce of the said land and the assessed value thereof and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of 12%. a yearly rent of Five hundred mills. only (I.E. -.500-- m/ms.) payable in One instalments on or before the 1st, day of Nov. 1926 ~~May of each of the months~~ of ~~the first of such payments~~ the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of Twenty piastres. per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 8/Tul/35

J. H. Pedar
8/12/26

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

M. H. J. Z.
DIRECTOR OF LANDS

J. H. D. S.
Lands Dept.

Signed by the Tenant
in the presence of



داود دود
الشه

محمد خنجر
محمد

No:-D/Tul/35.

Director of Lands,
P.O.B.356,
Jerusalem.

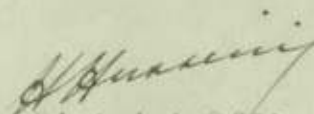


District Offices,
Tul Karm
Sub-District.
3rd December, 1926.

Subject:- Leasing of State Domains.-
----- D/Tul/35.

...
Herewith Agreement in triplicate, passed
for favour of signature by His Excellency the High
Commissioner,

EL/.


District Officer,
Tul Karm.

L

D/Tul/35

April 6th, 1926

District Officer,
Tulkarem

Subject:- State Domains -
Tulkarem D/Tul/35

Reference:- Your D/Tul/35 of
23.12.25.

I am returning herewith
two copies of agreement of lease in
the name of Kassem Mohammad for the
above property, duly signed by the
Director of Lands.

2. Kindly hand the stamped
copy to the tenant for his retention.

3. It is noted that the
deletions were not carefully ruled.
I would draw your attention to my
Circular in regard to the Preparation
of Agreements of Lease.

(Sgd.) M. C. BENNETT
DIRECTOR OF LANDS

AGA

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this *14th* day of *October* one thousand nine hundred and twenty *five* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Kassim Mohammed* of *Balgilia* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Ord Nebi Shimon* in the *lands* of *Balgilia* in the Sub-District of *Tulkarm* and *Northern District* District extending to an area of *6 dunams* ~~dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of~~ *Tulkarm* Vol. *142* dated *Feb. 1330* for the period of *one year* from the *14th* day of *October* 1925 to the *15th* day of *October* 1926 (determinable nevertheless as hereinafter mentioned) at a rent of *Five hundred milliem (500mf)* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

2. ~~To pay in addition to the Tithe of $10\frac{1}{2}\%$, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of $10\frac{1}{2}\%$, a yearly rent of *Five hundred milliem* (L.E. 0.500 — m/ms.) payable in *one* instalments on or before the *5th* day of *November 1925* ~~of each of the months~~ ~~in every year, the first of such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *20 Pto.* per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE *10/124/35*

28/12/25

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Lawrence B. Bennett
Landlord

Signed by the Tenant
in the presence of

M. S. S. S.
DIRECTOR OF LANDS
HIGH COMMISSIONER



Botu

No:-D/Tul/35.



Director of Lands,
P. O. B. 356,
Jerusalem.

District Offices,
Tul Karm.
Sub - District.
P.O.B.No.1.
23rd, December, 1925.

Subject:- Leasing of State Domain Tul Karm -
----- D/Tul/35.

Enclosed please find agreement in triplicate
in respect of above mentioned property, sent for favour of
signature by His Excellency the High Commissioner,

EL.

*Mr. Heyman / check stamp
26/12/25 / M. O. S.*

M. David
District Officer,
Tul Karm.

*agreed to hand over
28/12/25 / R. J. / M. O. S.*

*checked & entered
details not carefully
ruled. 28/12/25*

Director of Lands,
P. O. B. 500,
J. S. S. S. S.
23rd, December, 1938.



No: 1532/38.

Director of Lands,
P. O. B. 500,
J. S. S. S. S.

Subject:- Issuing of title deeds in the name of

Enclosed please find statement in triplicate
in respect of above mentioned property, sent in favour of
signature by his Excellency the High Commissioner.

Director of Lands,
P. O. B. 500.

[Handwritten signatures and notes in the bottom half of the page, including "1532/38" and "1532/38"]

D/Tul/35.

two.

6th February 1925.

District Officer,
Tulkarem.

Subject:- State Domains - Tulkarem.
D/Tul/35.

Reference:- Your T.200/1/30 dated
11.12.24.

I am returning herewith two copies in Arabic of agreement of lease duly signed by His Excellency the High Commissioner.

I shall be obliged if you will hand the stamped copy to the tenant for his retention.

It was noted that the Tabu Registration was not inserted in the space provided in the preamble. This has been done by me.

DIRECTOR OF LANDS.

KLH.

D/Tul/35

LANDS DEPARTMENT
JERUSALEM
P.O.BOX 356,

January 2nd, 1925.

Registrar of Lands,
Nablus.

Subject:- State Domains - Tulkarem
D/Tul/35

With further reference to para 3 of my letter No.D/Tul/26 of 29.11.24, I shall be obliged if you will arrange for the survey of the above property, and forward the plan to this office for inclusion in my file.

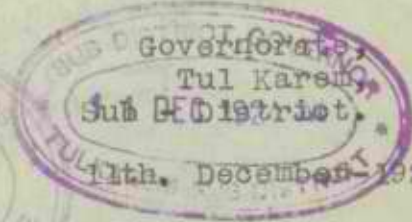
Col. H. C. BENTLEY

DIRECTOR OF LANDS

AGA

No: -T/200/1/30.

Director of Lands,
P.O.B.356,
J E R U S A L E M.



Subject: -Lease of State Domains Property D/Tul/35.

Enclosed please find agreement in quadruplicate
in respect of above mentioned property passed for favour of
signature by His Excellency the High Commissioner.

TJG/FM.

Enclosures: -

R. David
F/District Officer,
T U L K A R E M.

*for Afeynis
Anat prepare for HCS
Signature*

*Corrected.
entered. Value
registration was
not inserted.*

13/12/24

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS.

An Agreement made this *28th* day of *October* one thousand nine hundred and twenty *four* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Ali Mohamad Hussein* of *Dalquilih* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Ord Nebi Shamon* in the lands of *Dalquilih* in the Sub-District of *Nakkara* and District of *Jordan District* extending to an area of *sic* dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of *Nakkara* Vol. *1* Page. *1* date *Feb. 330* for the period of *one year* from the *15th* day of *October* 192*4* to the *15th* day of *October* 192*5* (determinable nevertheless as hereinafter mentioned) at a rent of *£0.500/-* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out
 2. To pay in addition to the Tithe of $12\frac{1}{2}\%$, a rent on one tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.
- Or 2. To pay in addition to the tithe of $12\frac{1}{2}\%$, a yearly rent of *five hundred milled* (£E. *0.500/-* m/ms.) by *one* payments in advance on or before the *24th November 1924* day of each of the months of *every year, the first* of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *00000* per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED. PAGE *2 of Bul/35*

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord, *Herbert Samuel*
in the presence of *Legh A. Clowes*
Private Secretary

Signed by the Tenant
in the presence of *Ude*

حكومة فلسطين

الاملاك الاميرية

اتفاق بشأن الاراضي الزراعية

قد تم الاتفاق في هذا اليوم الثاني والعشرون من شهر ربيع الثاني سنة الف وتسعمائة بين فخانت الميرزا المسمى بالنيابة عن حكومة فلسطين (المسمى فيما بعد المودجر) فريق اول وبين محمد صبيح من قرية خنيفة - خضر طرهم وورثته والمحول اليهم المسمى فيما بعد المستاجر) فريق ثان على تاجير واستئجار قطعة من الارض المروقة ب اسمي محمد صبيح طرهم من قضاء ولسان ومساحتها

دونا بالتقريب والموصوفة وصفاً تاماً في الجدول والخريطة المرفقة بهذا الاتفاق والمينة في دفتر طالبو طرهم تاريخ شباط ١٩٢٤ المجلد - وجه - لمدة سنة - تبثدي من اليوم الخامس عشر من شهر ربيع الثاني سنة ١٩٢٤ وتنتهي في اليوم الخامس عشر من شهر ربيع الثاني سنة ١٩٢٥ (على ان يجوز فسخه كما هو مذكور فيما بعد) بالاجار قدره - - - - - مائة يمدف وفقاً لما هو مبين ادناه وقد تعهد المستاجر بموجب هذا

١١ ان يدفع الاجار بموجب الكيفية المذكورة ادناه
٢ ان يدفع علاوة على عشر ١٢ في المائة اجرة قدرها عشر من محصولات الارض المذكورة بحسب قيمتها الخسنة ويجري هذا التخمين بحسب الكيفية التي يضمن فيها العشر المذكور ويدفع في نفس التاريخ وببض الكيفية ايضاً او

٣ ان يدفع علاوة على العشر ١٢ في المائة اجاراً سنوياً قدره - - - - - ج م ومائة مليمياً في ربيع الثاني من كل سنة
٤ ان يحفظ خارج وداخل اية بناية مبنية او ستبنى على الارض المذكورة في حالة جيدة وقابلة للايجار وان يسلمها للمودجر بموجب هذا الشرط عند انتهاء او فسخ هذا الاتفاق

٥ ان يصون ويحفظ كافة المجاري والسواقي والاقية والانابيب في حالة جيدة وان يراعي نصوص قانون مكافحة الماريا

٦ ان يزرع الارض لقناعة المودجر وان يدفع للمودجر اجاراً اضافياً قدره - - - - - للدونم الواحد من الارض الصالحة للزراعة وتبقى بدون زراعة خلال اي سنة من اجل الاجار وان يدفع هذا الاجار في نفس الوقت الذي تستوفي فيه الاعشار عن تلك الارض ويحدد هذا المقدار من قبل المودجر

٧ ان لا يودجر او يحول او يرهن او يتصرف بتلك الارض ما لم يحصل على موافقة المودجر خطياً
٨ ان يدفع جميع ضرائب الحكومة والرسوم المحلية وان يخضع لكافة الاوامر والانظمة التي تسري على اي ملك من نوعه في نفس القضاء او ما يسري عليه من مثل ذلك في المستقبل

٨) ان لا يشيد اي بناء ولا يحدث تغييرات او زيادات في البناء الموجود في العقار المذكور ما لم يحصل اولا على موافقة الموءجر كتابة وفي حالة اجراء تغييرات او زيادات كهذه فيلزم ان تكون وفقاً لخرائط ورسوم يصادق عليها الموءجر او لا وان تتم وفقاً لمرضاته ولا يكون الموءجر مسؤولاً عن اي مصاريف يتحملها المستأجر فيما يتعلق بهذه التصليحات او التعديرات كما وانه لا يكون مسؤولاً عن تعويض مثل هذه الخسائر عند انتهاء اجل الايجار

٩) ان يزيل اي بناء او تغيير احدثه في الارض بدون موافقة الموءجر اذا طلب الاخير منه ذلك عند انتهاء مدة الايجار وفسخه وان يعيد العقار الى حالته الاصلية

١٠) اذا قصر المستأجر عن دفع الايجار في اي مدة اثناء هذا الاتفاق او قصر عن القيام باحدى نصوص هذا الاتفاق فلموءجر ان يستلم العقار المذكور ويعتبر هذا الاتفاق لغواً كأنه لم يكن بشرط ان:

١) لا يؤثر استلام العقار من قبل الموءجر على مسؤولية المستأجر لعدم قيامه باي تعهد بخصوص دفع الايجار او عدم مرعاه احدى شروط هذا الاتفاق التي يكون مسؤولاً عنها عند حصول مثل هذا الاستلام

٢) لا يستلم الموءجر العقار المذكور بناء على مخالفة المستأجر لاي شروط هذا الاتفاق الا في حالة عدم دفع الايجار وبعد ان يبلغ المستأجر اخطاراً بالمخالفة ويقصر الاخير عن القيام بنصوص ذلك الاخطار خلال شهر واحد من تاريخ التبليغ

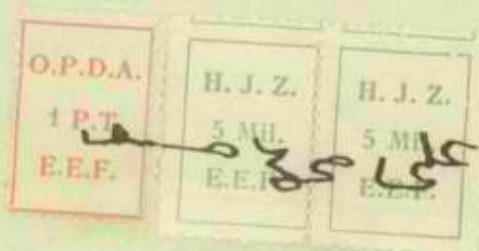
١١) وعند انتهاء اجل الايجار المذكور اوفسخه ان يسلم المستأجر العقار وما فيه من الابنية الثابتة التي تخص الموءجر في حالة جيدة وقابلة للتأجير مستأجر جديد

١٢) ان يسمح للموءجر او من ينوب عنه بتفتيش العقار في اي الاوقات المشروعة وقد وافق الموءجر على ان: -
١) يحق للمستأجر ان يسقي الارض المذكورة بالماء الموجود فيها بشرط ان يراعي نصوص قانون مكافحة الما لاريا وان يقدم جميع خرائط الاعمال الجديدة فيها يتعلق بالسقي التي يرغب القيام بها الى الموءجر غير انه لا يحق للمستأجر ان يمنع اي مجرى ماء يصب في الاراضي المجاورة التي كانت تستعمل تلك المياه حتى الان ما لم يحصل اولاً على موافقة الموءجر خطياً

٢) يحق للمستأجر بعد ان يدفع الايجار وبعد ان يقوم بالشروط الواردة بهذا الاتفاق ان يستعمل العقار خلال مدة الايجار بدون اي تدخل غير شرعي من قبله .
شروط خصوصية:

واشعاراً بهذا قد وضع كل من الفريقين يده على هذا الاتفاق في هذا اليوم التاسع عشر من شهر

سنة ١٩٤٤



(sgd) Herbert Samuel
HIGH COMMISSIONER. توقيع الموءجر
(sgd) Lyle A. Clowes بحضور
Private Secretary

توقيع المستأجر
بموجود
مستأجر

D/Tul/35

29th November 1924.

District Officer,
Tulkeram

Subject:- State Domains - Tulkeram
D/Tul/35.

Reference:- Your T/200/1/30 dated
26.11.24.

The highest bid of 500 mas for the
above for this year is approved.

Kindly forward the agreement in
due course for H.E.'s signature.

DIRECTOR OF LANDS.

MCB/KLH.

*Not submitted
by whom.* HES

No:-T/200/1/30.

Director of Lands,
P.O.B. 356,
Jerusalem.

Governorate,
Tul Karem.
Sub - District.
26th, November, 1924.

*Mr. Stephen
Pl note & amend
accordingly
noted & amended
accordingly
26/11/24*

Subject:- State Domain - Tul Karem
D/Tul/35.
Reference:- Your D/Tul/35 of 25.10.24.

1. In Finance Registers as well as in Tabu it is registered as full share, and not 16/24 shares.
2. Upon investigation it was found out that a man, not the owner, from Kalkilieh had planted olive trees which are not yet bearing fruits. Consequently he was made to rent the land for this year for 500m/ms. this being the last bid offered, and it was accepted.

Passed for approval. Agreements will be sent you as soon as they are finished.

SD/EL..

[Signature]
District Officer.

Tul Karem.

Government,
Tul Karam,
Sub - District,
Sohn, November, 1984.

No: - 17/200/1/80.

Director of Land,
P.O. B. 350,
Tul Karam.

Subject: - State Commn - Tul Karam
WT/1/35.
Reference: - for WT/1/35 of 25.10.84.

1. In Kinnore Register as well as in Form it is registered
as 1011 share, and not 1024 shares.

2. Upon investigation it was found that a man, not the
owner, from Kalkish had planted olive trees which are not yet
bearing fruits. Consequently he was made to rent the land for
this year for 500000. This being the land bid offered, and it
was accepted.

3. For approval. Agreement will be sent you as soon
as they are finished.

District Officer,
Tul Karam.

SINEL.

D/Tul/35.

P.O.B. 356.

25th October 1924.

District Officer,
Tulkarem.

Subject:- State Domains - Tulkarem.

D/Tul/35.

Reference:- Your T/200/1/30 of 22.10.24.

It appears that this property is registered in the Tabu as being owned in whole by the Government but that the Finance Registers state that only 16/24 are so owned.

Kindly verify.

It is noted that in your letter of even number dated 28.8.24 that this property was put up to auction but no bid was made for it. It now appears that olive trees have been recently planted on the land and that it therefore appears that the land is occupied.

You should take immediate steps to ascertain who is cultivating the land and he should be required to sign an agreement and pay an equitable rent.

MS

DIRECTOR OF LANDS.

MCB/KLH.

No:-T/200/1/30

Director of Lands,
P.O.B.,356,
Jerusalem.

Governorate,
Tul Karem.
Sub - District.
22nd, October, 1924.

Subject:-State Domain - Tul Karem -
----- D/Tul/35.

Reference:- Your D/Tul/35 of 30.8.24,
----- and 26.9.24.

My representative pointed out to you that the Government owns full share, and not 16/24 as quoted in your 1st, letter under reference. *Dated 30th August 1924*

The land had olive trees before the war, but they were cut down during the war by the Turks. However five old fig trees are still in existence, and I am informed in writing by the Mukhtar of Kalkilish that about 39 olive trees ~~to~~ have been recently planted, and grafted, but they give no fruit yet.

The land is good for cultivation, and has been put up for auction this year.

The original owner is Abdulla Abdel Hafiz who now states that he cannot afford to pay for the redemption of his land.

TJG/L.

Enclosures:-

C.F. Read
District Officer.
Tul Karem.

26th September, 1924.

D/Tul/35.

Sub-District Governor,
Tulkarem.

Subject : State Domains-Tulkarem.
----- D/Tul/35.

Further to my letter of even number dated 30.8.24, I now understand from your representative that the co-owners are not willing to purchase the Government share in this property but that these premises were confiscated by the Government for non-payment of Government dues and that the previous owner is anxious to arrange for redemption.

I shall be obliged if you will inform me who the original owners are and also who the co-owner is and arrange for the necessary application for redemption to be made.

DIRECTOR OF L.A.H.E.

MCB/LH.

29/10/35

افراج قید شایبہ مرہ دائرۃ طابو طول کرسم

صفی دزدہ

قتل اولادینین

تاریخی

ذکرک

بلا سند

شمار
بلاک
قین

708

بلا
تراغ

777

تقدیر
اولاد جہ کینہ

تمام
خدیجہ حبیبہ مالہ
عہدہ سہ

جهت تقدیر

بلا سند القی دوللہ افکار
پریشہ قینہ دوللہ دہ
عہدہ سہ بہ عہدہ مالہ
مراغہ اناروہ تفصا
مال حبیبہ قتل اولادہ دین
مہم سرپرستہ من قضا
حکم سیدہ بیلا اولادہ
رہبہ قتل اولادہ حبیبہ
سوزنہ قتلہ ایدہ دہ
بہل ایدہ احوالہ اجرا
اولادینین دائرہ اجرا
دائرہ قتل ۷۷ ہر زلف
ماریجہ رفاہ نور دہ
مذکورہ سوزنہ قتلہ
عراغہ قتل

نمبر
بلاک

۲۰۶۵

۲۰۶۸

حدود

فرقا ابراہیم شاد فرقا
فرقا ہودہ حبیبہ احمد

دولم

7

مقدم

نہد

اشجار

برک

تاریخی

فریک

عائلیہ

نہر شہرہ

ذکرک

تاریخی

عائلیہ

نہر شہرہ

D/Tul/35

P.O.B.356,

September 8th, 1924.

Sub-District Governor,
Tulkarem.

Subject:- State Domains-Tulkarem
D/Tul/35

Reference: My letter of even number
dated 30.8.24.

I shall be obliged for a reply
to my above quoted letter.

*no bidders
for lease.
co-owners are
now prepared to purchase
the Govt's share, but
they will submit an
application for redemption.*

AGA

(Sgd.) M. C. BENNETT

DIRECTOR OF LANDS.

1944

1945

1946

1947

نور دوازده لاری نمره ۱۰۰۰

[illegible]

تاریخ
الحمد

القضا القاطم القربم والقصب
مراو

ف

اسم اللہ مخلوق و مرداد

الموقع

بنام حکومت

شمالاً و غرباً خراب جنباً ۱۱

۱۲ قید طر بصرہ ذریعہ طر طر

الطاهر والنجار

درد درج

تعارف و اجازت

از جانب مرصود. حسب ماحدود ادا

ح
السؤال بالخط
ث
مبدأ وقطع الأول
ث
الخط الثاني

مفتی

22 17

پند و آگار و خبر

محمد طالب

3045 + 3046

Finance
Department

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1890

D/Tul/35.

P.O.D.356.

30th August 1924.

Sub-District Governor,
Tulkeram.

Subject:- State Domains - Tulkeram - D/Tul/35.
Reference:- Your T/200/1/30 dated 28.8.24.

I shall be obliged if you will inform me whether this land has any trees on it or other cultivation.

It appears that the Government owns only 16/24 shares and I shall therefore be obliged if you will get in touch with the co-owners whether they are prepared to purchase the Government's share or to arrange for a partition of the land with the Government.

Kindly inform me in your reply of the names of the co-owners.

The Registrar of Lands will assist you in obtaining the necessary information.

DIRECTOR OF LANDS.

Copy to:- Registrar of Lands, Tulkeram.

MCB/KMH.

No-T/200/1/30.

Director of Lands,
P.O.B.356,
J E R U S A L E M.



Governorate,
Tul Karem,
Sub - District.

28th. August, 1924.

Subject:-State Domains Tul Karem Property No.D/Tul/35.
Reference:-Your D/Tul/35 of 31-7-1924.

It was put up to auction, but there was no bid
for it.

TJG/FM.

Enclosures:

*are there any trees
or other cultivation etc*

David
A/Sub-District Governor,
Tul Karem Sub District.

Governor,
Tularem
Sub - District.

23rd August, 1934.

Re: 1/20/34.

Director of Lands,
P.O. Box 308,
J. R. K. S. A. B. S.

Subject: State Lands, Tularem Property No. 1/20/34.
Reference: Your letter of 23-8-1934.

It was put up to auction, but there was no bid.

For 10.

Attn: District Governor,
Tularem Sub District.

1/20/34.

Enclosure

D/Tul/35

P.O.B.356,

July 31st, 1924.

District Officer,
Tulkarem.

Subject:- State Domains -
Tulkarem. property
No.D/Tul/35.

Is this garden leased? If
not why not please?

JNS/AGA

(85) N° STUBS
DIRECTOR OF LANDS.

LAND DEPARTMENT, JERUSALEM.

X. 1. Land Dept No _____

X. 2. File No 2/Tul/35

X. 3. Reference No _____

4. Finance No 3045, 3048.5. Land Registry No _____
and date _____6. District Tulkarem.

7. Sub-District.

8. Village or Town. Kalkilich.9. Whether Mudawara, Mahloul
or Mewat etc.

10. Name of Property.

11. Nature of Property. Garden ho. 1.12. Situation. Nabi Shamaan.

13. Boundaries.

North Waste.South AhmadEast Ibrahim.West Waste.14. Area. 6 dms

15. If buildings state accommodation.

* 16. If leased please fill in following:—

a. Nur and date of Agreement
or lease.

b. Name and address of Tenant.

c. Rent.

d. How payable.

e. Commencement of Term.

f. End of Term.

g. Who liable for repairs.

17. Remarks.

16/24 shares only
in whole.

X. for use of Land Department.

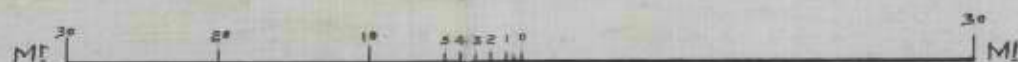
* If Agreement or lease attached embodying these particulars replies to these questions need not be filled in.

B/Tul/40

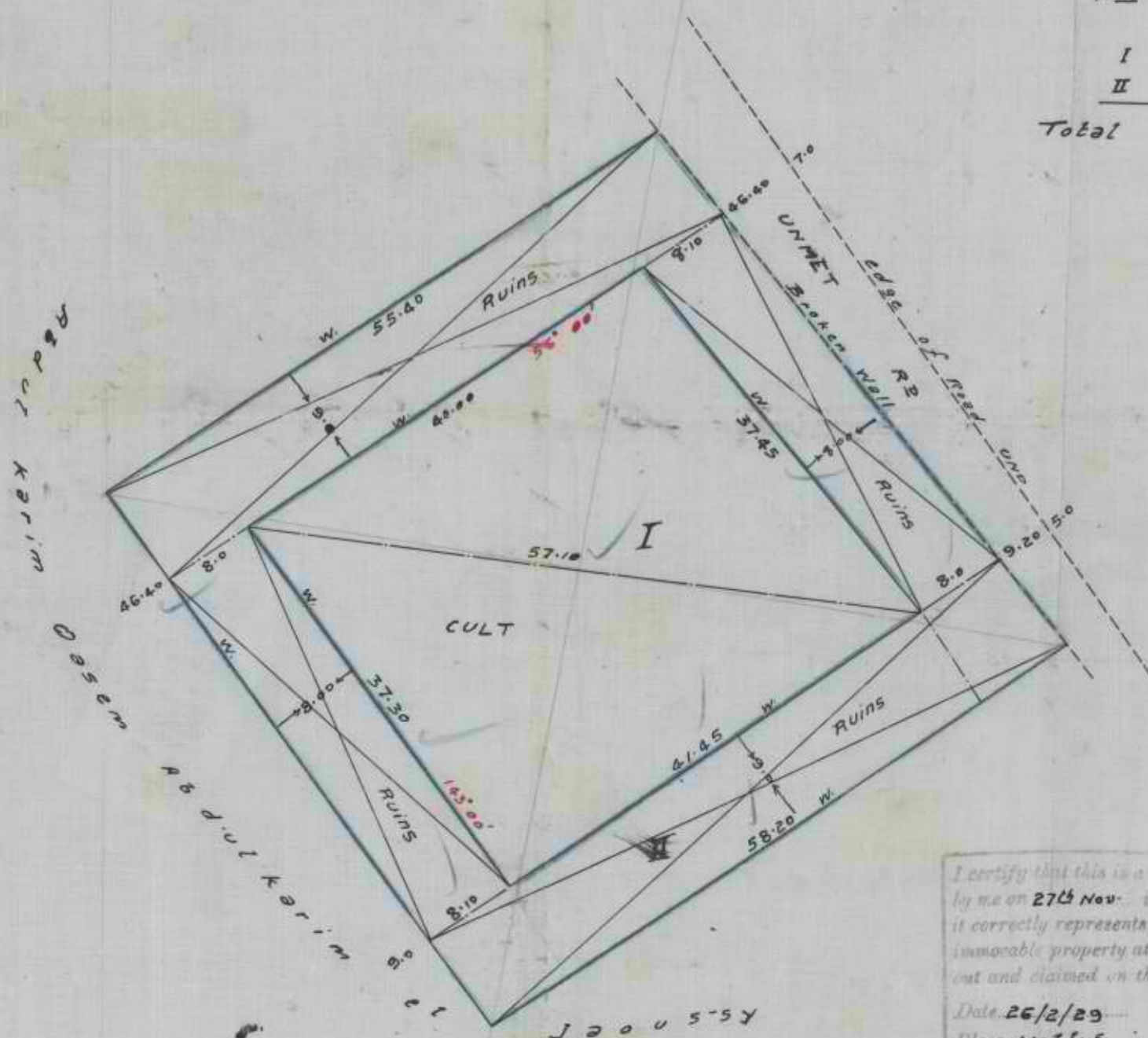
DISTRICT Northern
 SUB-DISTRICT Tul-Kerm
 VILLAGE Talulya
 LOCALITY Khan Talulya
 OWNER State Domain

SERIAL No 165/28
 FILE No 7 ABD
 F.B.No 7 ABD

Scale 1/500



No	Area
I	1 DUN + 518.76 m ²
II	1 DUN + 520.03 m ²
Total	3 DUN + 138.79 m ²



I certify that this is a true copy of the plan examined by me on 27th Nov. in the year 1928 and that it correctly represents the position and boundaries of immovable property at the aforesaid date as printed out and claimed on the ground.
 Date 26/2/29 Name A. Chelidat Nadi
 Place Nablus LAND REGISTRY SURVEYOR

فصل في الحدود
 25th April 1929
 Director of Surveys
 [Stamps and signatures in Arabic]

GP/5/5(5)

8th June, 1936.

District Officer,
Tulkern.

Subject:- Government Property -
Jeljulie Village.

The State Domain Property originally recorded under State Domain D/Tul/40 has now been recorded under GP/5/5(5).

2. I shall, therefore, be glad if you will use the new number in all future correspondence relating to this property L.P.No.7 has already been sent to you.

hws
2 A/COMMISSIONER FOR LANDS
AND SURVEYS.

Copy to:- Registrar of Lands, Tulkern.
File D/Tul/40.

JGM/RA

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote:—

D/Tul/40- 8906

1st Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

28 OCT 1935

To ~~District Officer,~~

~~Tulkarm~~

Will you please reply to this Office Letter No. ~~D/Tul/40- 8277~~

dated ~~10th October, 1935~~

Subject: ~~State Domain No. D/Tul/40~~

(sgd) Cecil J. Horton
Director of Lands
Registration

No. Of Jul/40-8277

L.F. 22

DEPARTMENT OF LANDS

P. O. B. 356

JERUSALEM.

10 OCT 1935

District Officer

Litham

Subject:- State Domain No. Of Jul/40

Your monthly return for September 1935
L.F. No. 18 shows a payment of £P. 1. 500 mils
made by Abdel Karim Jayussi
in respect of rent for the year 1935

I should be glad if you would forward, for my signature, the agreement of lease concluded for this property.

(sgd) Cecil L. Horton

DIRECTOR OF LAND REGISTRATION

26/10

T.
Remuneration

pl.
4/28.10

476
No. 11/111

DISTRICT OFFICE
TULKARM
1.3.36.

2849
Director of Lands,
Jerusalem.

Subject:-State Domain No. D/Tul/40
Reference:-Your D/Tul/40 of 23.2.36.

Acknowledged.

Encl.
RM.

Maury
DISTRICT OFFICER

147

CROWN
STANDARD
400078

GOVERNMENT OF PALESTINE.

No. D/Tul/40 1740

DEPARTMENT OF LANDS,
P.O.B 356,
JERUSALEM.

District Officer

23 FEB 1935

Tulkarm

Subject:- State Domain No. D/ Tul/40

Reference:- Your letter No. 11/111 of the
28th January, 1935

I am returning herewith 3 copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.
3. Kindly acknowledge receipt.

(sd) Cecil I. Hartog
DIRECTOR OF LANDS.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 13th day of October one thousand nine hundred and thirty Four between District Officer TulKarm on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Salim Abdel Latif Jayoussi of Jaljulya his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Khan El Kharab in the of Jaljulya in the Sub-District of TulKarm and Northern District extending to an area of _____ dunoms more or less and more fully described ~~in the execution and in the Tabu Register of~~ and in the Tabu Register of _____ Vol. _____ Folio _____ dated _____ for the period of one year from the 1.5.34 day of _____ 19 _____ to the 31.8.35 day of _____ 19 _____ (determinable nevertheless as hereinafter mentioned) at a rent of LP.1.500 One Pal.Pound and 500 Mils only payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

~~2. To pay in addition to the title of 10% of the produce of the said land a yearly rent of LP.1.500 One Pal.Pound and 500 Mils only payable as hereinafter mentioned.~~

Or 2. To pay in addition to the ^{Con} title of 10% a yearly rent of LP.1.500 One Pal.Pound and 500 Mils (L.P. 1.500 mils) payable in one pay ment ~~on or before the 13.10.34.~~ on or before the 13.10.34. day of each of the months of _____ in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of _____ per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 2 of 2 D/Tul/40

22.2.35

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. K. S.
DIRECTOR OF LANDS

in the presence of

[Signature]
[Signature]

Signed by the Tenant

[Signature]

in the presence of

[Signature]

191
No.11/III



DISTRICT OFFICES
TULKARM
28.1.35.

Director of Lands,
Jerusalem.

Subject:-Lease of State Domain D/Tul/40
Reference:-Your D/Tul/40 of 26.10.34.

The agreement of lease is returned herewith
together with an English version as requested.

BM.
[Handwritten signature]

[Handwritten signature]
DISTRICT OFFICER.

1971
DISTRICT OFFICE
TIRUPATI
28.1.54

No. 11/31

Director of Land,
Tirupati.

Subject: Lease of State land in W. 1/4
Reference: Your letter of 28.1.54.

The agreement of lease is returned herewith
together with an English version as requested.

Yours faithfully,
District Officer.

11/31

DEPARTMENT OF LANDS
P.O. B. 356
JERUSALEM.
25th October, 1934.

40-9371 25 OCT 1934

District Officer,
Tulkarm.

Subject: - Lease of state
lands - 40/9371/40

Reference: - Your letter No. 11/11
dated the 22nd of
October, 1934.

The agreement of lease
forwarded with your above quoted letter is
returned herewith.

2. An English version of the lease
should always be prepared.

W. C. G. H. H. H. H.

DEPARTMENT OF LANDS.

9/11

No. 11/III 2524

District Offices
Tulkarm
22.10.34.

Director of Lands,
Jerusalem.

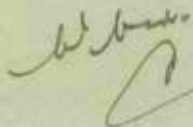
Subject: - Lease Agreement D/Tul/ 40

12184

Attached lease agreement in triplicate in
respect of above quoted State Domain property is
forwarded for favour of your kind signature and return.

BM.


DISTRICT OFFICER.


24/10

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

In reply please quote :-

D/Tul/40

8727

1st Reminder

DEPARTMENT OF LANDS,

P.O.B. 356

JERUSALEM.

To District Officer,

Tulkarm.

Will you please reply to this Office Letter No. D/Tul/40- 8130
dated 20th September, 1934.

Subject :- State Domain -D/Tul/40.

14172-10000-SL P.

Mu
Director of Lands

24/10

No. 0/Jul/40 -8130

DEPARTMENT OF LANDS

P. O. B. 356

JERUSALEM.

District Officer

20 SEP 1934

LulkarnSubject :- State Domain — 0/Jul/40

The Agreement of Lease in respect of the above mentioned property terminate *d* on the *31-8-34*

2. I should be glad if you would arrange for the re-leasing of this property as early as possible.

Sd/ Cecil L. Horton

A/DIRECTOR OF LANDS

6/10

E.R.
Rm
dy pl.
file 8.10

27 NOV 1953

9467

District Officer
Tulkarm

Subject:- State Domain No. D/Tul/40
Reference:- Your letter No. 11/111
of 18.11.33.

I am returning herewith two copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.
3. Kindly acknowledge receipt.

F. C. (H. L.)
DIRECTOR OF LANDS.
MS

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 2nd day of September one thousand nine, hundred and thirty three between His Excellency The High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Abdel Warim Qasim Jaqusi of Jaljala village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Khan El Kharab in the lands of Jaljala in the Sub-District of Tulkarm and Northem District extending to an area of one year dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Vol. Folio — dated — for the period of one year from the 1st day of September 1933 to the 31st day of August 1934 (determinable nevertheless as hereinafter mentioned) at a rent of One Pound Pal. & five hundred mils payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.
2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.
- Or 2. To pay in addition to the tithe of 10%, a yearly rent of One Pound Palestine and five hundred mils (L.P. 500 mils) payable in advance instalments on or before the — day of each of the months of — in every year, the first of such payments being made on the execution hereof.
3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.
4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.
5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred mils per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.
6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.
7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.
8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED

15/Jul/40J. Madro24.11.33

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

in the presence of

Signed by the Tenant

in the presence of

U. Kinn
DIRECTOR OF LANDS

20/1/19
24/1/19
25/1/19



2636
In reply please quote

No. **11/ 111**

P.O.B. 1
Tel. No. 11

20 NOV. 1933

13093

DISTRICT OFFICES
TULKARM.

~~18.11.33~~

18.11.33

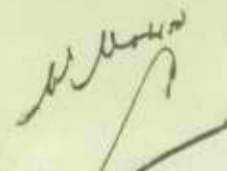
Director of Lnds,
Jerusalem.

Subject:-Lease Agreement D/Tul/ 40

Attached lease agreement in triplicate
in respect of above quoted State Domains property
is forwarded for favour of your kind signature
and return.

EK/EM.


DISTRICT OFFICER.


25/11

5 JUL 1933

Assistant District Commissioner,
Samarie
District Offices,
Nablus.

Subject:- Land Litigation and
Land Settlement Work.

Reference: Your letter No. S/80/1
of the 28th of June, 1933

A claim was duly submitted
with regard to D/Tul/40 Khan El Kharab
in Jaljulya.

Claims will be submitted in
due course for D/Tul/35 in Galqiya Village
together with other claims for the state
properties situated therein.


DIRECTOR OF LANDS.

H.

DISTRICT OFFICER,
NABLUS.

S/80/1 - 20 20

28th June, 1933

Director of Lands
Jerusalem.

Subject :- Land Litigation and Land
Settlement Work.

Reference :- L/9/33 of 15-6-33

With reference to the above quoted
Chief Secretary's Circular I wish to point out
that settlement operations are about to take
place in the villages of Qalqilya and Jaljulya.

2. You will presumably take suitable
steps to protect Government's interests in the
following state domains.

<u>Name of Village</u> -----	<u>Dstate Domani Property No.</u> -----	<u>Name of Property</u> -----
Qalqilya	D/Tul/35	Nabi Sha inon
Jaljulya	D/Tul/40 ✓	Khan El Kharab

(Sgd.) ? Foot.

ASSISTANT DISTRICT COMMISSIONER
SAMARIA.

Copy to :- District Officer
Tulkarm.

D/Tul/40- 6350

DEPARTMENT OF LANDS
P.O.B. 356.
JERUSALEM.

Subject:- State Domain No. D/Tul/40
Reference:- Your letter No. 11/111 of
3.10.32.

I am returning herewith two copies of the Agreement of Lease in respect of the above mentioned property.

2. The signed copy should be handed to the tenant for retention by him.
3. Kindly acknowledge receipt.

C. L. Horlin
DIRECTOR OF LANDS.
18/

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 17th day of September one thousand nine hundred and thirty two between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Abdel Karim Basim Abdel Karim of Jaljulya village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as El Khan in the land of Jaljulya in the Sub-District of Tulkarim and Northern District extending to an area of

_____ dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of _____ Vol. _____

Folio _____ dated _____ for the period of one year from the 1st day of September 1932 to the 31st day of August 1933 (determinable nevertheless as hereinafter mentioned) at a rent of one pound & five hundred mils payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

2. ~~To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the ^{Corn}tithe of 10%, a yearly rent of One Pound five hundred mils (L.P. 1.500 mils) payable in _____ instalments on or before the _____ day of each of the months of _____ in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of _____ per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

in the presence of

M. Kinn
DIRECTOR OF LANDS
S. Khouri
Dan / ...

PALESTINE
REVENUE
MILLS
AD
...
...
...

2691
Ref No. 11/111

DISTRICT OFFICES
TUL KARM.
3.10.32.

Director of Lands,
Jerusalem.

Subject:- Lease Agreement D/Tul/40

I beg to forward herewith lease agreement
in triplicate in respect of above quoted State
Domain property for favour of your kind approval.

HK/EM.


DISTRICT OFFICER.



BY N. L. L. L.

THE T. T. T. T.

W. T. T. T.

W. T. T. T.

W. T. T. T.

W. T. T. T.

W. T. T. T.

W. T. T. T.



W. T. T. T.

W. T. T. T.

DEPARTMENT OF LANDS
P.O.B. 356
JERUSALEM.

19 OCT 1931

State Domain Reference
No. D/Tal/40-6242

-----District Officer-----

-----Tal Karm-----

Subject:- State Domain

Reference:- Your letter dated 26/28
4.10.31.

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The **signed** copy should be handed
to the tenant for retention by him.

[Signature]
DIRECTOR OF LANDS.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this 16th day of September one thousand nine hundred and thirty one between His Excellency The High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Ahmed Karim Basim Jajusi of Jaljulya his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as And Khan El-Khanab in the lands of Jaljulya in the Sub-District of Tul-Kanu and Northern District extending to an area of

_____ dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of Tul Vol. _____

Folio _____ dated _____ for the period of one year from the first day of September 19 31 to the 31st day of August 19 32 (determinable nevertheless as hereinafter mentioned) at a rent of one Palestine Pound and five hundred mils payable as hereinafter mentioned.

The Tenant hereby agrees

1. To pay the rent in the manner hereinafter set out.
2. ~~To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the ^{consent} tithe of 10%, a yearly rent of one Palestine Pound and five hundred mils (I.P. 1. 500 mils) payable in advance instalments on or before the _____ day of each of the months of _____ in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE D/Tul/40

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

M. Don Khan
A/DIRECTOR OF LANDS
Juradro
lands Dept

in the presence of

Signed by the Tenant



in the presence of

Khalid
District Officer
Tal. Karar

Ref No. 26/28

DISTRICT OFFICES

TUL KAREM.

4th October, 1931.

Director of Lands
Jerusalem



Subject : Lease of State Domains-
D/Tul/40.

Reference : Your D/Tul/40 -5863 of 24.9.31

I hereby confirm that the above mentioned
property was put up for lease by public auction.

NH

DISTRICT OFFICER

✓

D/Tul/40 - 5863

24 SEP. 1931

District Officer,
Tulkeram.

Subject:- Lease of State
Domains D/Tul/40.

Reference:- Your letter No.26/28
of the 18th of September
1931.

Will you please
confirm that this property was put
up for lease by public auction.

(Sgd.) Cecil L. Horton

ACTING DIRECTOR OF LANDS.

B.F.
9.10
Jca 610.31
N.

Ref No. 26/28

DISTRICT OFFICES

TUL KAREM.

19th Sept, 1931.

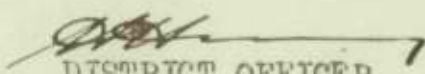


Director of Lands
Jerusalem

Subject : Lease of State Domains -
D/Tul/40.

I beg to submit herewith lease agreement
in triplicate for the above mentioned State Domain for favour
of signature please.

NH


DISTRICT OFFICER

? Rent for land upon farm
- full? *C25.5*

yes.
D
23/9

RECEIVED GO. L. 106
P. O. N. 356,
MUMBAI.

11th September, 1930

State Domain Reference

No. D/Tul40.2643/

District Officer,

... Tulkeram

Subject :- State Domain D/Tul/40

Referenced :- Your Letter No. 299/28
Dated 3rd Sept. 1930.

I am returning herewith 2 copies
of the agreement of lease in respect of the
above mentioned property, duly signed.

2. The signed copy should
be handed to the tenant for retention by him.

[Signature]
DIRECTOR OF LANDS.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this *second* day of *September* one thousand nine hundred and thirty *between His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Abd al Karim Kasim Jayusi of Jalfauhih Village* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Abd Khan El-Kharal* in the *lands* of *Jalfauhih* in the Sub-District of *Tul-Kasim* and *Northern* District extending to an area of *_____* dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of *_____* Vol. *_____*

to be signed
Folio *_____* dated *_____* for the period of *one year* from the *first* day of *September* 19 *20* to the *31st* day of *August* 19 *21* (determinable nevertheless as hereinafter mentioned) at a rent of *one Palestine Pound and five hundred mils* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

to be signed
~~2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

to be signed
Or 2. To pay in addition to the ^{*assessed*} tithe of 10%, a yearly rent of *one Palestine Pound and five hundred mils* (L.P. 1.500 mils) payable in *one* instalment ~~on or before the~~ *in advance* day of each of the months of *_____* in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *two hundred* per dunom for such part of the land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE *D/Tul/40*

J. H. Madros

8.9.30

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the Tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided

- (a) that entry by the Landlord shall not affect the liability of the Tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the Tenant and the Tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

in the presence of

M. Shams
DIRECTOR OF LANDS
B. W. H. H. H.
D. A. Clerk

Signed by the Tenant

in the presence of



[Signature]
D. A. Clerk
[Signature]

Ref No. 299/ 28

DISTRICT OFFICES

TUL KAREM.

Director of Lands,
Jerusalem

3rd September 1930

SUBJECT :- State Domain D/Tul/40

- - - -
I beg to forward herewith lease agreement in
respect of the above State Domain for favour of
Signature please.

MEM


DISTRICT OFFICER
TULKAREM

W. H. H. H.
6/9

DEPARTMENT OF LANDS

P.O.B. 356

4/4 Dec JERUSALEM

28th November, 1929

State Domain Reference

No...DiD/Tul/40-15336

-----District Officer-----

-----Tulkeram-----

Subject :- State Domain D/Tul/40

Reference :- Your letter No 299/28
of the 23rd of November, 1929

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The Arabic. copy should
be handed to the tenant for retention by him.

Cecil L. Horton
DIRECTOR OF LANDS

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STATE DOMAIN REFERENCE No.

D/Tel/40

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this Twenty third day of November one thousand nine hundred and twenty nine between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Ahmed Kameh El Jayousi of Jaljaulieh village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Aid Khan El Kherah in the lands of Jaljaulieh in the Sub-District of Tul Kare and Nor Sheva District extending to an area of _____ dunoms more or less and more fully described in the Schedule and plan attached hereto and in the Tabu Register of Tul Kare Vol. _____ Folio _____ dated _____ for the period of one year from the first day of October 1929 to the 30th day of September 1930 (determinable nevertheless as hereinafter mentioned) at a rent of one Palestine Pound & five hundred Mils payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in manner hereinafter set out.

~~2. To pay in addition to the Tithe of 10%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the ^{concession} ~~tithe of 10%~~ a yearly rent of one Palestine Pound and five hundred (L.P. 1.500 Mils) payable in one instalment on or before the 23rd day of each of the months of November 1929 in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and the inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of two hundred Mils per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements, nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE D/Tel/40

JJ Hadrop

9. To remove any buildings or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) That the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions.

In witness whereof the parties hereto set their hands the day and year first above-mentioned.

Signed by the Landlord
in the presence of

M. H. H.
DIRECTOR OF LANDS

Signed by the Tenant
in the presence of



23rd November, 1929.

SUBJECT : State Domain D/Tul/40.

I beg to forward herewith lease agreement in respect of the above stated Domain for favour of signature, please.

DISTRICT OFFICER.

M. M.
V. P.

D/Tul/40-15007/16008

16th November, 1929

District Officer,
Tulkeram.

Subject:- State Domain
D/Tul/40

I am enclosing herewith a copy
of Land Form No.7 in respect of the
above mentioned property which has now
been registered in the Tabou in the
name of the Government of Palestine.

(Signed) GEORGE H. HARTON

DIRECTOR OF LANDS

Copy to: Registrar of Lands
Tulkeram.

DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Tul-Karem 3. State Domains Ref. No. D/Tul/40.
2. Town or Village Jaljoulieh. 4. Map Reference No. _____
5. Name of Property _____ Parcel No. _____ Block No. _____
6. Situation _____
7. Description Ruined walls of Kalaat and space inside the walls.
8. Category of Land Miri
9. Finance No. _____
10. Land Registry Deed 324 Vol 1 Fol 68 Date 13/7/29.
11. Turkish Registration No. _____ Date _____
12. Date of Survey _____
13. Area { 3 Metric Donums 138.79 sq. metres.
Donums _____ sq. metres.
sq. pics.

14. Boundaries :—

North :— Abdul-Kareem son of Kasem Abdul-Kareem El-Jayyousi and road.

South :— Abdul-Kareem son of Kasem Abdul-Kareem Jayyousi.

East :— Road.

West:— Abdul-Kareem ~~الخوري~~ Kasem Abdul-Kareem El Jayyousi.

15. Remarks:— Nature of transaction.

New Registration as per authority D/Tul/40-4396 of 5.6.29.

TLR/16/21- 1066

Registrar of Lands,
Tul-Karem.
13th November, 1929.

Director of Lands,
Jerusalem.

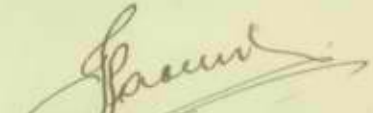


Subject :- State Domain-D/Tul/40.

Reference :@ Your D/Tul/40-14755 of
4.11.29.

Error is exceedingly regretted. The certificate of registration has been corrected, and is returned herewith duly confirmed as requested, please.

1J/AS.


REGISTRAR OF LANDS.

16/11/29

Palestine Government



Petition No. _____

Volume No. 1

Certificate of Registration

Deed No. 324/1929.

Land Registry Office of Tul-Karem.

Folio No. 68.

Kaza	Tul-Karem.	Town or Village	Jaljoulieh.	Situation or Quarter	
Class of Land	Ruined walls of Kalaat and space inside the walls. <u>Miri.</u>				Remarks
Description of Property	Ruined walls of Kalaat and space inside the walls.				
Boundaries	North	Abdul-Kareem son of Kasem Abdul-Kareem El-Jayyousi and road.			
	South	Abdul-Kareem son of Kasem Abdul-Kareem Jayyousi.			
	East	Road.			
	West	Abdul-Kareem Kasem Abdul-Kareem El-Jayyousi.			
Area	3 Donums and 138.79 Metres.				
Share	In whole.				
Mukataa or Bedal Ushr	-----				
Name of Former Owner					
Nature of Transaction	New Registration as per authority D/Tul/40-4396 of 5.6.1929.				
Consideration or Price					

The immovable property above described is registered in the name of:— His Excellency the High Commissioner for the time being in trust for Government of Palestine.

And this Certificate is delivered to him as a certificate of this Registration.

This Certificate of Registration is issued subject to the provisions of (A) Article 3 of The Law of Disposition of Immovable Property of 5th Jamad-el-Awal 1331 (30th March 1329) and (B) Article 9 of the Transfer of Land Ordinance 1920.

Those provisions are:

(A) "Formal title deeds are valid and executory. The Civil and Sheria Courts shall give judgment on these deeds and their registration without further proof. A formal title deed shall not be annulled except by a judgment of a Court based on lawful reasons".

(B) "No guarantee of title or of the validity of the transaction is implied by the consent of the Administration and the registration of the Deed".

Seal of Land
Registry Office

Date 13/7/1929.

Signature of Registrar of Lands



תעודת רשום

משרד ספרי האחוזה ב

מספר הבקשה

מספר השטר

מספר הספר

מספר הרף

המחוז		כפר או עיר	הרובע או השכונה		
הערות	מין הנכסים דלא נידוי				
	האיכות				
	מין הנכסים	צפון			
		דרום			
		מזרח			
		מערב			
	השטח				
	החלק				
	מוקמעה או ברל עושר				
	שם הבעל הקודם				
	מין התנועה				
	המחיר				

הנכסים דלא ניידים המתוארים לעיל רשומים בשם

מן ותעודה זו נתנה לו לראיה על הרשום הזה.

תעודת רשום זו נתנה בהתאם להוראות:

(א) סעיף 3 של חק העברת נכסי דלא ניידים מן ה-5 לניסן אואל 1331, (30 מרץ 1320).

(ב) סעיף 9 של פקודת העברת קרקעות 1920.

ההוראות הנזכרות הן:

- (א) תעודות רשום רשמיים יש להם תקף והנם מוצאים לפעל. בתי המשפט האזרחיים והשרעיים יתנו פסקי דין על סמך תעודות אלו ורשומן מבלי הוכחה נוספת. תעודת רשום רשמית לא תבוטל אלא על ידי פסק דין מבוסס על טעמים חקיים.
- (ב) הסכמת הפקידות ורשום השטר אינם כוללים כל ערובה על זכות הקנין או על תקף ההעברה.

חתימת רשם הקרקעות

תאריך

חותם משרד

ספרי האחוזה

D/Tul/40 -14755

4th November, 1929

Registrar of Lands,
Tulkeram.

Subject:- State Domain -
D/Tul/40.

Reference:- Your letter No. 16/21
of the 25th of October,
1929.

The Certificate of Registration submitted with your above quoted letter is returned for correction. The entry against "class of land" should be shown against "description of property". I presume that the plot falls outside the boundary of the village itself and is miri.

2. You should however confirm this point.

(Signed) C. P. M. A. J. [illegible]
DIRECTOR OF "LANDS"

D/Tul/40 - 19587

29th October, 1929

Registrar of Lands,
Tulkeram.

Subject:- State Domain -
D/Tul/40

Reference:- Your letter No.
TIR/16/21 of the
25th of October,
1929.

I acknowledge the receipt of
the kushan for the above mentioned
State Domain.

RECEIVED
1929-10-29

DIRECTOR OF LANDS

TLR/16/21-981

Registrar of Lands,
Tul-Karem.
25th October, 1929.

Director of Lands,
Jerusalem.

7 OCT 1929

8443

Subject :- State Domain, D/Tul/40.

I beg to enclose herewith the Kushan for the
above mentioned State Domain, registered in the name
of His Excellency the High Commissioner in trust for the
Government of Palestine.

will you kindly acknowledge receipt

AS.

Haouri
REGISTRAR OF LANDS.

D/Tul/40 4149

10th October, 1929

District Officer,
Tulkeram.

Subject:- State Domain -
D/Tul/40.

Reference:- Your letter No.
299/28 of the
23rd of August, 1929.

The above mentioned State Domain is an Antiquity Site, and cannot therefore be sold. It is presumed that necessary steps will be taken to ensure that the adjoining owners do not encroach upon the site.

(7)
DIRECTOR OF LANDS

No.299/28

District Offices
Tul Karem.
7th October, 1929.

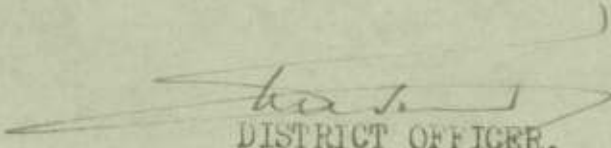
Director of Lands,
Jerusalem.



SUBJECT : State Domain
D/Tul/40.
REFERENCE : Your No.D/Tul/40-
13827 of 25.9.29.

I beg to inform you that the
"Ruins of Khan and fragments of Mosaics"
are identical with State Domain D/Tul/40.

2. I note that the *sale* is not
possible.


DISTRICT OFFICER.

✓
KHA/ER.

100-100000
100-100000
100-100000

100-100000

Director of Police,
Chicago, Ill.

SUBJECT: State Police
REFERENCE: 100-100000
100-100000

I am, to inform you that the
"List of names and fragments of names"
are identical with State Police 100-100000.

I note that the file is not
possible.

Respectfully,
Assistant Director

100-100000

D/Tul/40 - 13627

25th September, 1929

District Officer
Tulkeram.

Subject:- State Domain D/Tul/40

Reference:- Your 299/28 of 23.8.29.

I forward herewith a copy of letter NO.ATQ/296 dated the 23rd of September, 1929 from the Director of Antiquities and should be glad if you would let me know whether the Antiquities referred to as "Ruins of Khan and fragments of Mosaics" are identical with this property (D/TUL/40), in which case the sale thereof is out of the question".

(Sgd.) M. Doukhan.

DIRECTOR OF LANDS

BH.
9/10 noted
A.H.
26.9

Telegram: "ANTIQUE"
Telephone: JERUSALEM 353

Please address all communications
to the Director quoting

No. ATQ/296



GOVERNMENT OF PALESTINE
DEPARTMENT OF ANTIQUITIES

P.O.B. 586,
JERUSALEM.

23rd September, 1929.

The Director,
Department of Lands,
Jerusalem.

Subject : Jaljuliyeh.

Reference : Your No.D/Tul/40 - 13691
of 19-9-29.

Jaljuliyeh (in Tulkarem Sub-District)
contains registered antiquities which are described as
"Ruins of khan and fragments of mosaics". If the Qald
is identical with the ruined khan, the building should
be retained as an antiquity in Government possession.

P. Lambert
Acting Director.

D/Tul/40 -13691

19th September, 1929.

Director
Dept. of Antiquities.
Jerusalem.

Subject :- State Domain -
D/Tul/40

The above property is in Jaljoulieh village
and is frequently called the Qalā.

I have recently received an offer for the
purchase of this property by an adjoining nei-
ghbour, but before taking any steps towards obtain-
ing the approval of the Chief Secretary for its sale
I should like to have your opinion as to whether it
should be reserved as an antiquity site.

(Sgd.) M. Doukhan.

DIRECTOR OF LANDS

3F
4/10

D/Tul/40.

Mr. Harris
Director
yes
MS

This property is often described as a Qal'a and I am therefore inclined to believe that it is an anitquity site which should not be disposed of by Government.

If it is not an antiquity site, its sale is recommended.

I suggest asking the Director of Antiquities for his opinion before taking steps to dispose of the site ?

6.9.29.

A. A.
6.9.29

[Faint, illegible text, likely bleed-through from the reverse side of the page]

Wm. H. Jones
March 18

Wm. H. Jones
March 18

No.299/28.

District Offices
Tul Karem.
23rd August, 1929.

Director of Lands,
Jerusalem.



SUBJECT : State Domain D/Tul/40

I beg to inform you that there is an offer of LP.80 to purchase the above mentioned State Domain.

2. This property is about 3 dunoms and situated within the lands of the intending purchaser

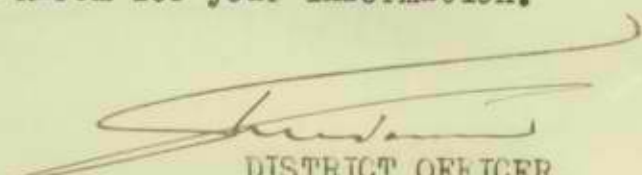
3. I am sending this letter to find out whether it is possible to sell it by private agreement or by public auction.

4. In view of the fact that the property is as I mentioned above situated within the lands of the intending purchaser I do not think there will be tenders from other people for its purchase, but if you agree to sell it it is better to advertise its being offered for sale.

5. The price offered of LP.80 is fair and reasonable.

6. I am sending a copy of this office No.299/28 of 26.10.28 addressed to the Registrar of Lands Tul Karem for your information.

filed
28/8
KHA/ER.


DISTRICT OFFICER.

Copy.

District Offices
Tul Karem.
26 the October, 1929.

No.299/28.

Registrar of Lands
Tul Karem.

SUBJECT : State Domain - D/Tul/40.
REFERENCE : Your No.TLR/299/27-745
of 20.10.28.

Having investigated the matter, I could not trace any turkish records neither in the Revenue office nor in your office re the boundary or the area of the property.

Basing my self on the lease contracts and public notices for the lease which were used since 1922 I can say that the area is about 3 dunoms (the stone building which is in ruins included) the land within the compound is about 1 $\frac{1}{2}$ dunoms and the boundary is as follows;

North Road
South Baya ret Jayousi
East* Road
West Bayaret Jayousi

From the enquiry I also made with the mukhtar and elders of Jaijoulia village I understood that the State Domain D/Tul/40 does not exceed the boundary of the stone building please.

SGD/ JKhalil Abdel Nour
District Officer, Tul Karem.

R 8015 / R 8020

DEPARTMENT OF
P. O. B. 306
JERUSALEM.

8th July, 1929

Registrar of Lands
Tulkaram.

Subject:- Abdul Kareem
Jeyousi.
Reference:- Your No. 229/27 of
27th of June, 1929.

A soon as the sellers confirm the
Hujja Adieh, registration in the name of ap-
plicant may be effected - as regards the state
domains, you may have it registered as suggested
by you and in accordance with the instructions
contained in my letter to you dated 5.6.29.

Your files are returned herewith.

MH/NN

MM
/ DIRECTOR OF LANDS

Copy to D/ Jul / 40

1st Reminder

D/Tul/40. - 4794

21st June, 1929.

Registrar of lands,
Tulkarem.

D/Tul/40 - 4396

5th June, 1929.

Abdul Kareem Jayyousi.

~~1-5-5/7~~

D/Tul/40.

- 4396

4th June, 1929.

Registrar of Lands,
Tulkarem.

Subject :- Abdul Kareem Jayyousi.

Reference :- Your letter No. TLR/226/27
of 7.10.28.

I am satisfied after consideration of the evidence now advanced that the State Domain consists only of the ruined walls of the Kalaat and the space inside the walls, namely the area shown on the plan prepared on the 26th of February, 1929. A blue print of this plan is attached and as the property is not registered I should be glad if you would arrange for its registration in the name of His Excellency the High Commissioner and send me the kushan in due course.

(Signed) CECIL L. HORTON

DIRECTOR OF LANDS

19/6

DEPARTMENT OF LANDS
P.O.B. 356
JERUSALEM

C O P Y

26th May, 1929.

D/Tul/40 4180.

Registrar of Lands,
Tulkarem.

Subject :- Abdel Karim Jayyousi.

Reference :- Your No. 229/27 of
6.5.29.

Is the first entry on folio No.(1)
for the half which applicant states to have bought
from Assad, Said and Shafika privately and is now
applying for registration in his name by possession,
and have you compared the boundaries on the plan with
those in the Kushan and do they agree.

Will you also let me know to what the
entry quoted on folio 21 refers and why it is
within the file.

Your file is returned herewith.

(Sgd) M. Hanna.
REGISTRAR OF LANDS

C O P Y

TLR/229/27 - 313.

Registrar of Lands,
Tulkarem
6th May, 1929.

Director of Lands,
Jerusalem.

Subject :- Abdul-Kareem Jayyousi.

Reference :- Your D/Tul/40 - 8102 of
----- 12.12.928.

In reply to para 2 of your letter quoted above, I beg to refer to the statement of the District Officer on folio 23.

2. A more detailed plan for the State Domain property(D/Tul/40) was prepared by the surveyor who has just returned to me duly signed and certified by the Director of Surveys, Mukhtar, elders and adjoining owners is submitted herewith together with file No.229/27 for your perusal and instructions, please.

REGISTRAR OF LANDS

DEPARTMENT OF LANDS, JERUSALEM

1. Sub-District Tulkarem 3. State Domains Ref. No. D/Tul/40
 2. Town or Village " 4. Map Reference No. _____
 5. Name of Property _____ Parcel No. _____ Block No. _____
 6. Situation Jaljoulieh
 7. Description Ruined stable
 8. Category of Land _____
 9. Finance No. _____
 10. Land Registry Deed _____ Vol _____ Fol _____ Date _____
 11. Turkish Registration No. _____ Date _____
 12. Date of Survey _____

13. Area { _____ Metric Donums _____ sq. metres.
 _____ Donums _____ sq. metres.
 _____ sq. pics.

14. Boundaries :—

North :— Road

South :— Bayaret el Jaydus

East :— Road

West :— "

15. Remarks :—

ON HIS MAJESTY'S SERVICE.

OWNER State Police

Scale 1/500



276 Nov 1928

26/2/29
N26Lv5

A. Schultze

26th October, 1928

Registrar of Lands
Tulkeram.

Subject:- State Domain D/Tul/40

Reference:- Your No.229/27 of
20/10/28

Having investigated the matter, I could not trace any Turkish records neither in the Reevenue Office nor in your office re the boundary or the area of the property.

Basing my self on the lease contracts and public notices for the lease which were used since 1922 I can say that the area is about 3 dunums (the stone building which is in ruins included) the land within the compound is about 1 1/2 donums and the boundary is as follows :-

North :- Road
South:- Bayaret Jayousi
East:- Road
West :- Bayaret Jayousi.

From the enquiry I also made with the mukhtar and elders of Jaljoulia village I understood that the State Domain D/Tul/40 does not exceed the boundary of the stone building please.

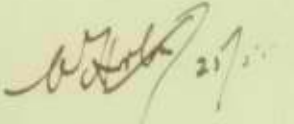
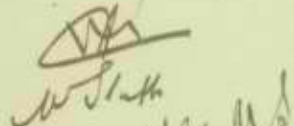
DISTRICT OFFICER
TULKERAM

26th May, 1929

No plan of this State Domain existed at the time the L.F. 7 was prepared in the year 1921. From an examination of the plan submitted by the Registrar of Lands with his letter No. TLR/299/27 of the 27th of October, 1928, and the report of the District Officer in reply to our letter of the 12th of October, 1928, I am satisfied that the boundaries quoted in the L.F. 7 are incorrect and that the real boundaries are those shown on the new L.F. 7 now attached.

2. State Domain D/Tul/40 consists therefore of the ruined walls of the Kalaat and the space inside the wall. I propose that the Registrar should be authorised to register this property in the name of the Government.


15-5



4/2/29

DEPARTMENT OF LANDS
P. O. B. 356
JERUSALEM
14.11.28

State Domain Reference

No... *st/Tul/40-8677*

District Officer
Tulkarem

Subject : State Domain - *st/Tul/40*

Reference: Your letter No *T/299/28*
Dated *27.10.28*

I am returning herewith two copies
of the Agreement of Lease in respect of the
above mentioned property, duly signed.

2. The *Arabic* copy should
be handed to the tenant for retention by him.

Ben-Haim
DIRECTOR OF LANDS

20001 50 000 000 000
SER. 1. 1. 1.
14-11-78

1112-01/97/9

1112-01/97/9

1112-01/97/9

1112-01/97/9

1112-01/97/9

1112-01/97/9

1112-01/97/9

1112-01/97/9

1112-01/97/9

1112-01/97/9

No.F/299/28.

Director of Lands
Jerusalem



District Offices
Tul Karem
27th October, 1928

Subject :- State Domain - D/Tul/40.

I beg to forward herewith a lease contract
in respect of above property for your signature please.

The property in question although leased last
year at LP.3. could not be leased at this amount this year.

No bid higher than LP.2 was offered please.

W. B. ...

KHA/HMH

Accept. This is some time ago

[Signature]
District Officer
Tul Karem

Forwarded: 37.

27/Jul/40

GOVERNMENT OF PALESTINE.

STATE DOMAINS

28

Agreement for Agricultural Lands.

An Agreement made this Twenty third day of October one thousand nine hundred and twenty Eight between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Rhdel Karim Kasem yagouri of Yajoulich his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Byd Kharab Kharab in the lands of Yajouhich in the Sub-District of Tul Karm and Northern District extending to an area of one dunoms more or less and more fully described in the Schedule and plan attached hereto and in the Tabu Register of Tul Karm Vol. — Folio — dated — for the period of one year from the First day of October 1928 to the thirtieth day of September 1929 (determinable nevertheless as hereinafter mentioned) at a rent of Two Pounds Palestine payable as hereinafter mentioned.

The Tenant hereby agrees.

4. To pay the rent in manner hereinafter set out.

2. ~~To pay in addition to the Tithe of 40%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the title of 10% a yearly rent of two pounds only (L. P. £. — only) payable in advance instalments on or before the 31st October 1928 day of each of the months of — in every year, the first of such payments being made on the execution hereof

3. To keep the outside and the inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of 200 Rs per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements, nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 87 of 40

Thompson

61-12-1003-22.2 2B-G.C.P.

12.11.28

9. To remove any buildings or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) That the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions.

In witness whereof the parties hereto set their hands the day and year first above-mentioned.

Signed by the Landlord
in the presence of

M. H. H. H.
DIRECTOR OF LANDS

Signed by the Tenant
in the presence of



No.T/299/28.

Director of Lands
Jerusalem



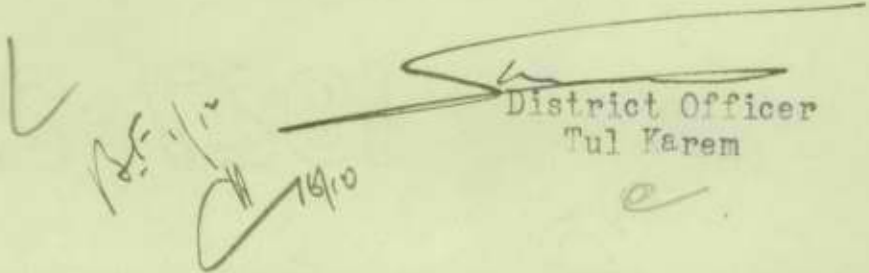
District Offices
Tul Karem
9th October, 1928

Subject :- State Domain - D/Tul/40.
Reference:- Your No.D/Tul/40. of 19-9-28.

I beg to inform you that no tenders have been submitted for the lease of the State Domain referred to above.

Steps are being taken for its lease and you will be informed in due course.

KHA/HMH


District Officer
Tul Karem

D/Tul/40

✓ 8102

12/10
10th October, 1928.

Registrar of Lands,
Tulkarem.

Subject : Abdil Kareem Jayyousi.

Reference: Your letter No. TLR/229/27-
705 of the 7th of October,
1928.

The State Domain D/Tul/40 includes not only the building but also a certain area round it, the boundaries of which are as follows :-

N: Road
S: Bayarat El Jayous.
E: Road
W: Road.

It would seem therefore, that at the least the whole of the property which Abdul Kareem now proposes to sell is the property of Government.

2. The State Domain has been leased for a number of years and I should be glad if you would ask the District Officer to indicate the boundaries of the property as leased by him.

3. I am returning your file No. TLR/229/27 together with a blue print of the plan contained therein. The file and the blue print, on which the boundaries of the State Domain should be clearly indicated, should be returned with your reply.

(SIGNED) DECD. G. H. H. H.

DIRECTOR OF LANDS.

Copy to :- R.8015.

DISTRICT NORTHERN

SUB-DISTRICT TUL-KAREM

VILLAGE JALJOULIA

LOCALITY ARDEL KHAN

OWNER

ABDUL KAREEM BIN KASSEM ABDUL
KAREEM JAYOUSI

AREA = 21682.33 m² = 21682.33 m² = 53.33 a.
16976.10 m² = 16976.10 m² = 40.71 a.

SCALE 2500

0 10 20 30 40 50 60 70 80 90 100 M

NOTE: The area of the Khalla is shaded
(in yellow) 9/1



WE THE UNDERSIGNED CERTIFY THAT THE BOUNDARIES OF THE PROPERTY SHOWN ABOVE ARE CORRECT

MUKHTAR

OWNER

NEIGHBOURS

عبد الكريم بن قاسم الجوسى

30 June 1927
Dawla

1927

4/1/27

Director of Lands,
Jerusalem.

Subject : Abdil-Kareem Jayyousi.
Reference: Attached file No.229/27.

The above mentioned is applying to transfer by sale to the purchasers named on folio 6, 12/24 shares in the property described on folio 1 and 2.

2. He is the registered owner of 12/24 shares as per Kushans Nos. 33 and 32 dated Kanoun Thani 1325, Daimi, and now is applying to register in his name, on the strength of the Hujja Adiyeh enclosed on folio 3, and certificate on folio 4, the remaining 12/24 shares which belongs to Assad, Said and Shafeeka children of Ismail El Audeh (see folio 1).

3. The Hujja Adiyeh is not framed in accordance with the provisions of the law, i.e. it is not signed by the parties, but signed by the witnesses only.

4. A plan for the land in question (on folio 11) has been made by the surveyor of this office in presence of the Mukhtar, elders and adjoining owners, who have signed it, certifying the correctness of its area and boundaries.

5. The registered area of the land is 6 dunoms, while after survey it appeared to be 16 dunoms and 986.88 metres, thus on reading the certificate on folio 16, it will transpire to you that the excess in area comes within the registered boundaries.

6. The building shown on the plan is a State Domain property (D/Tul/40) and has been excluded from the boundaries of the land under consideration, and is unregistered previously in the Tabo.

7. I beg to send you the file with enclosures for your perusal and approval for correction of area and boundaries.

(Sgd) I. Jaouni.

REGISTRAR OF LANDS.

DEPARTMENT OF LANDS
P. O. B. 353
JERUSALEM

10 SEP 1928

State Domain reference

No. *D.J.Tul/40...*

District Officer
TulKarew

Subject:- State Domain -
D/Tul/40

The Agreement of Lease in respect
of the above mentioned property terminates
on the *30th September 1928*

2. I should be glad if you would in
due course take the necessary action to
re-let this property.

for A/ *Genl. I. H. H. H.*
DIRECTOR OF LANDS

1875

1875

1875

1875

1875

1875

1875

1875

1875

1875

1875

D/Tul/40. - 14770

6th June, 1928.

District Officer,
Tulkarem.

Subject :- State Domains -
D/Tul/40.

Reference :- Your letter No.
T/299/28 dated the
31st of May 1928.

I am returning herewith
two copies of Agreement of Lease
in the name of Ibrahim El Ali in
respect of the above mentioned
property duly signed by the Director
of Lands.

2. Kindly hand the stamped
copy to the tenant for his retention.

DIRECTOR OF LANDS

9/Tul/40

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS,

An Agreement made this *Nineteenth* day of *October* one thousand nine hundred and twenty *Seven* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Ibrahim el Ali* of *Yaljouk* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Ord. Khan el Kharab* in the *village* of *Yaljouk* in the Sub-District of *Tul Karm* and District of *Northern District* extending to an area of *One*

dunoms more or less and more fully described in the schedule

and plan attached hereto and in the Tabu Register of *Tul Karm* Vol.

Page. date for the period of *one year*
from the *First fifteen* day of *October* 192*7* to the *Thirtieth* day of *September* 192*8* (determinable nevertheless as hereinafter mentioned) at a rent of *Three*

Pounds Egyptian payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

~~2. To pay in addition to the Tithe of $12\frac{1}{2}\%$, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of $12\frac{1}{2}\%$, a yearly rent of *Three Pounds Egyptian*

($\text{£E. } 3$ m/ms.) by *one* payment in advance on or before the *twentieth* day of *each* of the months of *October* 192*7* ~~in every year, the first of such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *Twenty Eshter* per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED. PAGE 5/Tul/40

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

M. S. S. S.
DIRECTOR OF LANDS

Signed by the Tenant
in the presence of

H. J. Z.	<i>[Signature]</i>
2 P.T.	1 P.T.
E.E.F.	E.E.F.

No.T/299/28.

Director of Lands
Jerusalem



District Offices
Tul Karen.
31st, May, 1928.

Subject :- State Domain - Tul Karen D/Tul/40.
Reference:- Your No.D/Tul/40.- 4160. of 29.5.28.

I beg to return herewith the lease agreement
duly amended and signed by the lessee as requested please.

EL/nmh

W. B. ...
5/6

[Signature]
District Officer
Tul Karen.

GOVERNMENT OF PALESTINE

Land Form No. 14

TELEGRAPHIC ADDRESS: "LANDS"

DEPARTMENT OF LANDS,
P.O.B 356
JERUSALEM.

29th May 1928.

In reply please quote:-

D/Tul/40. -4160

1st Reminder

To District Officer,
Tulkarem.

Will you please reply to this Office Letter No. D/Tul/40
dated 28th October, 1927.

Subject:- Leasing of State Domain - D/Tul/40.

MG.

(Signed) CECIL L. HODGKIN

Director of Lands

D/Tul/40 -5191

28th October, 1927

District Officer,
Tulkarem.

Subject : Leasing of State
Domain - D/Tul/40

Reference: Your D/Tul/40
of 19.10.27.

-- The lease is returned
for amendment.

2. The previous lease did not expire until the 14th of October and therefore the new lease cannot commence until the 15th of October 1927. The lease should be altered accordingly and the alteration signed by the Lessee.

DIRECTOR OF LANDS

CLH/RP.

NO. D/ Tul/40.

Director of Lands,
P. O. Box, 356.
Jerusalem.

District Offices,
Tul Karem.
19th, October, 1927.

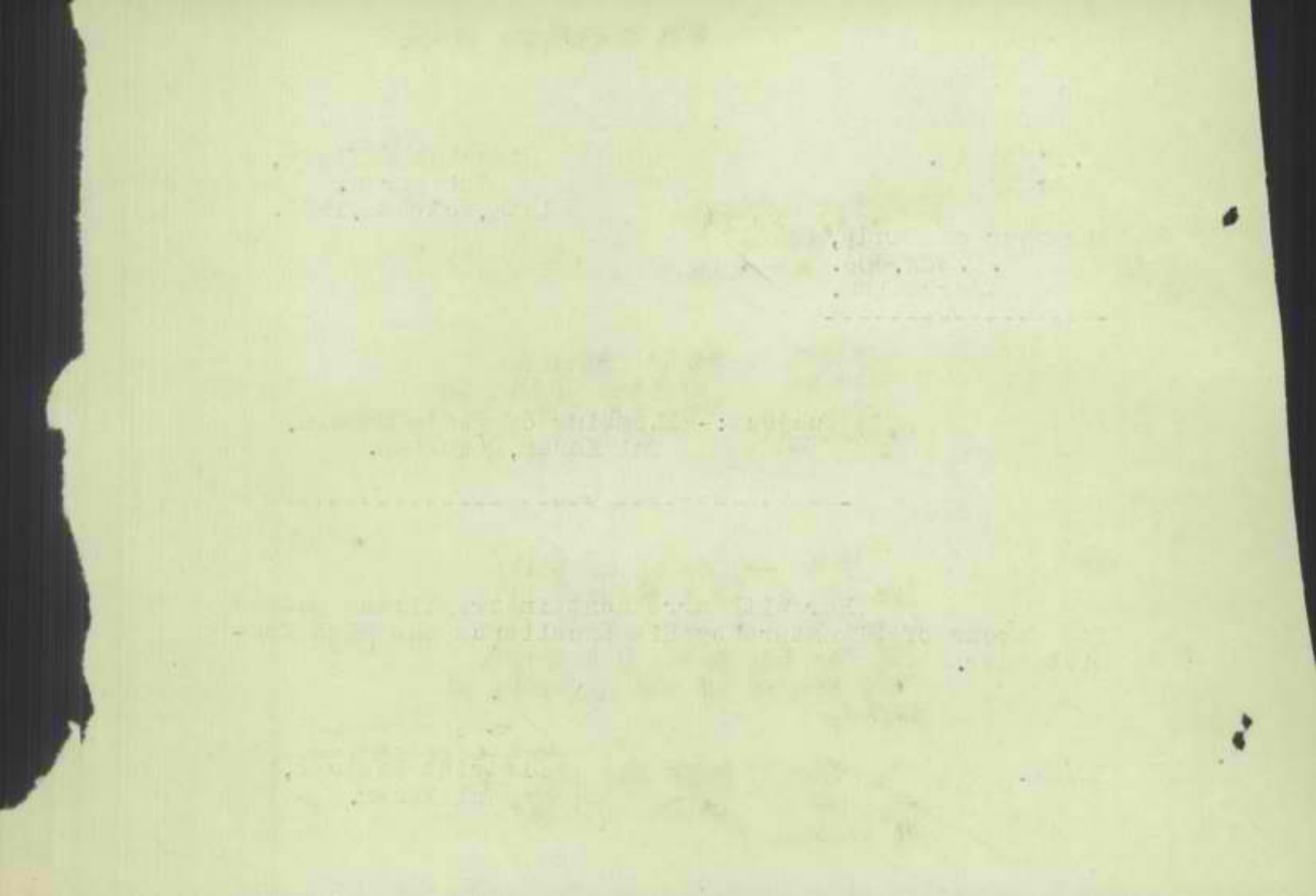
Subject:- Leasing of State Domain,
Tul Karem, D/ Tul/40.

Herewith agreement in triplicate passed
for favour of Signature by His Excellency the High Com-
missioner.

EL/HM.

[Handwritten signature]

[Handwritten signature]
District Officer,
Tul Karem.



D/Tul/40

8th December, 1926.

District Officer,
Tulkarem.

Subject : State Domains,
Tulkarem -D/Tul/40
Reference: Your D/Tul/40 of
3. 12.26.

--
I am enclosing herewith
two copies of Agreement of
Lease in the name of Ibrahim
Ali for the above property
duly signed by the Director of
Lands.

2. Kindly hand the stamped
copy to the tenant for his
retention.

(Sgd.) J. W. Stubbs

DIRECTOR OF LANDS.

IKB/RP.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this fifteenth day of October, one thousand nine hundred and twenty six between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Ibrahim Ali of Jaljoulieh village his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as Ard Khan El Kharab in the village of Jaljoulieh in the Sub-District of Tul Karm and Northern District extending to an area of -

~~and more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of~~ Tul Karm, Vol. -

Folio - dated - for the period of One year from the fifteenth day of October 1926 to the forteenth day of October 1927 (determinable nevertheless as hereinafter mentioned) at a rent of Three Pounds Eg. Only payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

~~2. To pay in addition to the tithe of 12 1/2 % on the produce of the said land on the assessed value thereof and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner~~

- Or 2. To pay in addition to the tithe of 12 1/2 %, a yearly rent of Three Pounds Eg. Only (LE. 3.-----m/ms.) payable in two instalments the

first instalments on or before the first day of November, 1926 ~~or on the first day of the month of~~ and the second on 31st, May, 1927 ~~in every year, the first of such payments~~ being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of Twenty Piastres per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE 5/Tul/40

Handwritten signature
8/12/26

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

M. S. S. S.
DIRECTOR OF LANDS

Signed by the Tenant
in the presence of



No:-D/tul/40

Director of Lands,
P.O.S.356,
Jerusalem.

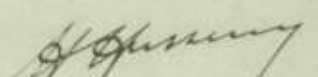


District Offices,
Tul Karm
Sub - District.
3rd. December, 1926.

Subject:- Leasing of State Domains -
----- Tul Karm D/Tul/40

... Herewith agreement in triplicate, passed
for favour of signature by His Excellency the High Commissioner

EL/.


District Officer,
Tul Karm.

7

D/Tul/40

April 7th, 1926

District Officer,
Tulkarem

Subject:- State Domains -
Tulkarem D/Tul/40
Reference:- Your D/Tul/40 of
24.11.25.

I am returning herewith
two copies of agreement of lease in the
name of Nimer Eff. Sabe' for the above
property, duly signed by the Director
of Lands.

2. I shall be obliged if
you will hand the stamped copy to the
tenant for his retention.

(Sgd) M. A. BENNETT

DIRECTOR OF LANDS

AGA

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

Agreement for Agricultural Lands.

An Agreement made this *fourteenth* day of *October* one thousand nine hundred and twenty *five* between *His Excellency the High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Mimis El Sabe'* of *Galzilah (Tul Karm A.D.)* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Khan El Kharah* in the *lands* of *Galzilah village* in the Sub-District of *Tul Karm* and *Northern* District extending to an area of

~~_____~~ dunoms more or less and more fully described in the schedule *235*

~~and plan attached hereto and in the Tabu Register of Tul Karm Vol. _____~~

Folio _____ dated _____ for the period of *one year*

from the *fourteenth* day of *October* 1925 to the *fifteenth* day

of *October* 1926 (determinable nevertheless as hereinafter mentioned) at a rent

of *Three Pounds* *sq* payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out.

2. To pay in addition to the Tithe of $12\frac{1}{2}\%$, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner. *235*

Or 2. To pay in addition to the tithe of $12\frac{1}{2}\%$, a yearly rent of *Three Pounds* *sq* (I.E. *3* m/ms.) payable in *two instalments the first* instalment on or before the *5th November 1925*, & the *2nd* day of each of the months & instalment on *30 May, 1926* in every year, the first of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of *twenty piasters* per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

ENTERED. PAGE *2* of *2*

Agreement
38/11/25

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

M. S. S. S.
DIRECTOR OF LANDS
HIGH COMMISSIONER

Laurin Bennett
Signed by the Tenant
in the presence of



No: -D/Tul/40.

Director of Lands,
P.O.B. 556,
J E R U S A L E M .



District Offices,
T U L K A R M ,
Sub-District ,
P.O.B. 1 .
24th. November, 1925.

Subject: -Leasing of State Domains - Tul Karm D/Tul/40

777---
Enclosed please find agreement in triplicate in
respect of above mentioned property for favour of signature
by His Excellency the High Commissioner.

/FM.

[Signature]
District Officer,
T U L K A R M .

Enclosures: -

Mr. H. H. ...
11/11/25
checked & prepared
28/11/25
apud & hant ...
L 811 ucs 27/11/25



RECEIVED
U.S. DEPT. OF LABOR
DIVISION OF LABOR RELATIONS
APR 19 1932

RECEIVED
U.S. DEPT. OF LABOR
DIVISION OF LABOR RELATIONS
APR 19 1932

Subject: - Bureau of Labor Statistics - 1932 Census of Population

Enclosed please find statement in relation to the
results of above census and property for year of 1932
by his Excellency the High Commissioner.

Handwritten notes:
Mr. [illegible]
April 19 1932
[illegible]
[illegible]
[illegible]

Enclosed:-

D/Tul/40.

two

5th February 1925

District Officer,
Tulkarem.

Subject:- State Domains - Tulkarem.
D/Tul/40.

Reference:- Your T.200/1/28 dated
18.12.24.

I am returning herewith two, copies
in Arabic of agreement of lease in respect
of the above property duly signed by His
Ecellency and I shall be obliged if you
will hand the stamped copy to the tenant
for his retention.

It was noted that the following
particulars were not inserted on the form
of agreement :-

1. The area in the preamble.
2. The words " plan and schedule
" etc." should have been struck out.

KLH.

DIRECTOR OF LANDS.

D/Tul/40

LANDS DEPARTMENT
JERUSALEM
P.O.BOX 356,

January 2nd, 1925.

Registrar of Lands,
Nabluş.

Subject:- State Domains- Wulkarem
D/Tul/40

With further reference to my letter
No.D/Tul/26 of 29.11.24 para 3, I shall be
obliged if you will arrange for the survey of
the above property, and forward the plan to
this office for inclusion in my file.

MR. M. G. BENNETT

DIRECTOR OF LANDS

AGA

No:-T/200/1/28.

Director of Lands,
P. O. B., 356,
Jerusalem



Governorate,
Tul Karem.
Sub - District.
18th, December, 1924.

Subject:- Leasing of State Domains Tul Karem -
D/Tul/40.

Herewith agreement in quadruplicate in respect of
above mentioned property, passed for favour of His Excellency's
signature the High Commissioner.

TJG/EL.

Enclosures:- 4

for District Officer,
Tul Karem.

Mr. Hargrave
mb
A.A.

1. area inserted.
2. line where "plan & schedule etc." struck off.

a.B.
23/12/24

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS.

An Agreement made this *28th* day of *October* one thousand nine hundred and twenty *four* between *His Excellency The High Commissioner* on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and *Ibrahim Ali Husayni* of *Jaljulieh - Tallham* his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as *Ord il Khan* in the village of *Jaljulieh* in the Sub-District of *Tallham* and District of *northen District* extending to an area of

~~dunoms more or less and more fully described in the schedule~~

~~and plan attached hereto and in the Tabu Register of~~ *Tallham* Vol. ~~—~~

Page. — date. — for the period of *one year*
from the *15th* day of *October* 192*4* to the *15th* day of *October*
192*5* (determinable nevertheless as hereinafter mentioned) at a rent of *three pounds*
Egyptian payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. ~~To pay in addition to the Tithe of 12 1/2%, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

Or 2. To pay in addition to the tithe of 12 1/2%, a yearly rent of *three pounds Egyptian only.*
(SE. 3. — m/ms.) by *two payments, the first*
on or before the *28th day of October 1924 & the second on the 31st May 1925*
of ~~—~~ *payments in advance*
~~—~~ *day of each of the months*
~~—~~ *in every year, the first*

~~of such payments being made on the execution hereof.~~

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of ~~—~~ per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED. PAGE *1*

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

Herbert Samuel
Leah. Clunes. Private Secretary

محمد
عبد الله

Signed by the Tenant
in the presence of

حكومة فلسطين

الاملاك الاميرية

اتفاق بشأن الاراضي الزراعية

قد تم الاتفاق في هذا اليوم ~~الثامن عشر~~ من شهر ~~قرب~~ سنة الف وتسعمائة بين ~~مخاتمة المندوبين~~ بالنيابة عن حكومة فلسطين (المسمى فيما بعد الموجه) فريق اول وبين ~~ابراهيم علي المصطفى~~ من قرية ~~معلوبه~~ - ~~نصار طلكم~~ وورثته والمحول اليهم المسمى فيما بعد المستأجر) فريق ثان على تأجير واستئجار قطعة من الارض المعروفة بـ ~~ابره المحانه~~ الـ ~~من قضاة ومساحتها~~

دوقا بالتقريب والموصوفة وحداً تاماً في الجدول والخريطة المرفقة بهذا الاتفاق والمبينة في دفتر ~~طلب~~ ~~تاريخ~~ ~~المجلد~~ ~~وجه~~ ~~للمدة~~ ~~من~~ ~~تبتدى~~ ~~من~~ ~~اليوم~~ ~~الخامس عشر~~ من شهر ~~نيسان~~ سنة ١٩٢٤ وتنتهي في اليوم ~~الخامس عشر~~ من شهر ~~نيسان~~ سنة ١٩٢٥ (على ان يجوز فسخه كما هو مذكور فيما بعد) بالانحار قدره ~~ثلاثة~~ ج.م يدفع وفقاً لما هو مبين ادناه وقد تمهد المستأجر بموجب هذا

١ ان يدفع الانحار بموجب الكيفية المذكورة ادناه
٢ ان يدفع علاوة على ~~١٢ ١/٢~~ في المائة اجرة قدرها ~~عشرون~~ من محاصيل الارض المذكورة بحسب قيمتها المشقة ويجري هذا التخمين بنفس الكيفية التي يحسن فيها العشر المذكور ويدفع في نفس التاريخ وبنفس الكيفية ايضاً او

٣ ان يدفع علاوة على العشر الـ ~~١٢ ١/٢~~ في المائة انجاراً سنوياً قدره ~~ثلاثة~~ ج.م ~~سليماً~~ في ~~نفس~~ ~~الوقت~~ ~~من~~ ~~كل~~ ~~سنة~~ ~~والطوائف~~ ~~في~~ ~~لا~~ ~~ي~~ ~~سنة~~ ~~١٩٢٥~~
٤ ان يحفظ خارج وداخل اية بناية مبنية او ستبنى على الارض المذكورة في حالة جيدة وقابلة للانحار وان يسلمها للموجه بموجب هذا الشرط عند انتهاء او فسخ هذا الاتفاق

٥ ان يصون ويحفظ كافة المجاري والسواقي والاقية والانابيب في حالة جيدة وان يراعي نصوص قانون مكافحة الماريا

٦ ان يزرع الارض لقناعة الموجه وان يدفع للموجه انجاراً اضافياً قدره ~~١٠~~ للدونم الواحد من الارض الصالحة للزراعة وتبقى بدون زراعة خلال اي سنة من اجل الانحار وان يدفع هذا الانحار في نفس الوقت الذي تستوفي فيه الاعشار عن تلك الارض ويحدد هذا المقدار من قبل الموجه

٧ ان لا يؤجر او يحول او يرهن او يتصرف بتلك الارض ما لم يحصل على موافقة الموجه خطياً

٨ ان يدفع جميع ضرائب الحكومة والرسوم المحلية وان يخضع لكافة الاوامر والانظمة التي تسري على اي ملك من نوعه في نفس القضاء او ما يسري عليه من مثل ذلك في المستقبل

٨) ان لا يشيد اي بناء ولا يحدث تغييرات او زيادات في البناء الموجود في العقار المذكور ما لم يحصل اولا على موافقة المورج كتابة وفي حالة اجرا تغييرات او زيادات كهذه فيلزم ان تكون وفقاً لخرائط ورسوم يصادق عليها المورج او لا وان تم وفقاً لمرضاته ولا يكون المورج مسؤولاً عن اي مصاريف يتحملها المستاجر فيما يتعلق بمثل هذه التصليحات او التعميرات كما وانه لا يكون مسؤولاً عن تعويض مثل هذه الخسائر عند انتهاء اجل الايجار

٩) ان يزيل اي بناء او تغيير احدثه في الارض بدون موافقة المورج اذا طلب الاخير منه ذلك عند انتهاء مدة الايجار وفسخه وان يعيد العقار الى حالته الاصلية

١٠) اذا قصر المستاجر عن دفع الايجار في اي مدة اثنا هذا الاتفاق او قصر عن القيام باحدى نصوص هذا الاتفاق فللمورج ان يستلم العقار المذكور ويعتبر هذا الاتفاق لغواً كانه لم يكن بشرط ان:

١١) لا يؤثر استلام العقار من قبل المورج على مسؤولية المستاجر لعدم قيامه باي تعهد بخصوص دفع الايجار او عدم مرافقته احدى شروط هذا الاتفاق التي يكون مسؤولاً عنها عند حصول مثل هذا الاستلام

١٢) لا يستلم المورج العقار المذكور بناء على مخالفة المستاجر لاي شروط هذا الاتفاق الا في حالة عدم دفع الايجار وبعد ان يبلغ المستاجر اخطاراً بالمخالفة ويقصر الاخير عن القيام بنصوص ذلك الاخطار خلال شهر واحد من تاريخ التبليغ

١٣) وعند انتهاء اجل الايجار المذكور او فسخه ان يسلم المستاجر العقار وما فيه من الابنية الثابتة التي تخص المورج في حالة جيدة وقابلة للتأجير لمستاجر جديد

١٤) ان يسمح للمورج او من ينوب عنه بتفتيش العقار في اي الاوقات المشروعة وقد وافق المورج على ان: -
١٥) يحق للمستاجر ان يسقي الارض المذكورة بالماء الموجود فيها بشرط ان يراعي نصوص قانون مكافحة المآلاريا وان يقدم جميع خرائط الاعمال الجديدة فيما يتعلق بالسقي التي يرغب القيام بها الى المورج غير انه لا يحق للمستاجر ان يمنع اي مجرى ماء يصب في الاراضي المجاورة التي كانت تستعمل تلك المياه حتى الان ما لم يحصل اولاً على موافقة المورج خطياً

١٦) يحق للمستاجر بعد ان يدفع الايجار وبعد ان يقوم بالشروط الواردة بهذا الاتفاق ان يستعمل العقار خلال مدة الايجار بدون اي تدخل غير شرعي من قبله .
شروط خصوصية:

واشماراً بهذا قد وضع كل من الفريقين يده على هذا الاتفاق في هذا اليوم ان مء والمء مء من شهر

تسعة سنة ١٩٢٤

(sgd) Sherbert Samuel
High Commissioner
(sgd) Hugh A. Clowes
Private Secretary



توقيع المستاجر
بمضور
ط مء مء مء

D/Tul/40

December 10th, 1924.

District Officer,
Tulkarem.

Subject:- State Domains-Tulkarem
D/Tul/40.

Reference: My letter of even number
dated 21.11.24.

I shall be obliged if you will
forward the agreement to this office
for His Excellency's signature.

1924 DEC 10

DIRECTOR OF LANDS

AGA/

upst. recharter
L H E S. by water
[Signature]

D/Tul/40.

21st November, 19
24.

District Officer,
Tulkarem.

Subject : State Domains
----- D/Tul/40.

Reference: Your T/200/1/23
----- of 13.11.24

The acceptance of the last
bid of LE. 3 in respect of the
above property is approved.

Kindly forward the agreement
in duecourse for H.E.'s signature.

DIRECTOR OF LANDS.

MCB/LY.

No:-T/200/1/28.

Director of Lands,
P.O.B., 356,
Jerusalem.

Governorate,
Tul Karem.
Sub - District.
18th, November, 1924.

Subject:- Lease of State Domain Nos.D/Tul/40.

Please note that the last bid for above
property is £E.3.

This was accepted there being no higher bid.
Passed for approval.

TJG/EL.
Enclosures;

David
District Officer.
Tul Karem.

GOVERNMENT OF PALESTINE.

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS

An Agreement made this 6th day of October one thousand nine hundred and twenty three between His Excellency the High Commissioner on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Ibrahim Ali of Jajulieh his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of
land known as Khan in the village of JalJulieh in the Sub-District
of Tul Karem and District of Samarra ~~XXXXXX XXXXXX~~

and plan attached hereto and in the Tabo Register of

for the period of one year
from the 6th day of October 1923 to the 30th day of September
1924 (determinable nevertheless as hereinafter mentioned) at a rent of L.8.3.000 1/18
payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out

2. To pay in addition to the title of 12 $\frac{1}{2}$ %, a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said title and is payable on the same date and in the same manner.

Or 2. To pay in addition to the sum of Rs 2 per a yearly rent of **Three pounds eg.**

(SE. 3. 000 m/ms.) by One payments in advance
 on or before the 6/11/1923 day of each of the months
 of in every year, the first
 of such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenantable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of _____ per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

ENTERED, PAID *5/25/40*
5/25/40

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy.

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

- (a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.
- (b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.

The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

Special Conditions

The Khan being in ruins, the tenant is allowed to cultivate the site of the Khan as well as the compound thereof.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord
in the presence of

(Sd) Herbert Samuel
High Commissioner
(Sd) A. Kirkbride

Signed by the Tenant
in the presence of

محمد بن عبد الله
بن عبد الله



GOVERNMENT OF PALESTINE

STATE DOMAINS.

AGREEMENT FOR AGRICULTURAL LANDS

22nd. November

An Agreement made this ^{two} day of ^{one thousand nine hundred} His Excellency the High Commissioner and twenty between

on behalf of the Government of Palestine (hereinafter called the Landlord) of the one part and Haj Ibrahim Ali Jaljulieh village of

his heirs and assigns (hereinafter called the Tenant) of the other part.

WHEREBY the Landlord agrees to let and the Tenant agrees to take all that area of land known as ^{Khan} ~~Samaria~~ in the Sub-District of ^{Tul Karem} and District of ~~Samaria~~ extending to an area of

dunoms more or less and more fully described in the schedule and plan attached hereto and in the Tabu Register of ^{Tul Karem}

first under reference No. ^{none} for the period of ^{one year} from the ^{November} 2 30th September 192 to the day of ^{EE. 3.000m/ms} 192 (determinable nevertheless as hereinafter mentioned at a rent of payable as hereinafter mentioned.

The Tenant hereby agrees.

1. To pay the rent in the manner hereinafter set out
2. ~~To pay in addition to the Tithe of 12 1/4% a rent on one-tenth of the produce of the said land on the assessed value thereof, and such assessment shall be made in the same manner as that of the said tithe and be payable on the same date and in the same manner.~~

OR 2. To pay in addition to the tithe of 12 1/4% a yearly rent of ^{three Egyptian pounds} ~~two~~ ^{EE. 3.000m/ms}

(EE. ^{m/ms}) by First day of December 1922 and on the first day of March 1923

payments in-advance on or day of each of the months of in every year, the first of

such payments being made on the execution hereof.

3. To keep the outside and inside of any buildings now erected or hereafter to be erected upon the premises in good and tenable repair, fair wear and tear only excepted and to hand over in such condition at the expiration or other determination of this agreement.

4. To maintain and keep all water-courses, drains and channels in good order and condition together with all gutters, pipes, etc., and conform to the terms of the Antimalarial Ordinance.

5. To cultivate the land to the satisfaction of the Landlord and to pay to the Landlord a further rent of ~~per dunom for such part of the Land as is capable of cultivation and which remains out of cultivation during any year of the tenancy hereby created such additional rent to be paid at such time as tithes are payable in respect of the Land and the amount thereof to be determined by the Landlord.~~

6. Not to sublet, assign, mortgage or otherwise dispose of the said land without the written consent of the Landlord.

7. To pay all Government and Local rates and taxes and be subject to all orders and regulations applicable to land of a like nature in the said District or hereafter made payable or applicable.

8. Not to erect buildings nor make alterations or additions to existing buildings on the said property without the consent in writing of the Landlord is first obtained and any such structural alterations or additions so made shall be in accordance with plans and designs first approved by the Landlord and completed to his satisfaction. The Landlord shall not be liable for any expenditure incurred by the Tenant in respect of repairs and improvements nor shall he be liable for compensation for such on the determination of the tenancy

9. To remove any building or erection which he may place on the said land without the consent of the Landlord at the expiration or sooner determination of the tenancy, if required by the Landlord, and restore the premises to their original state.

10. If at any time during the currency of the term hereby created the tenant shall fail to pay the rent in manner aforesaid or to observe and perform any of the terms of this agreement, the term hereby created shall be forfeited and the Landlord may forthwith re-enter upon the said premises and hereafter possess the same as though this agreement had never been made, provided:

(a) that entry by the Landlord shall not effect the liability of the tenant in respect of any obligation for non-payment of rent or non-observance of any of the terms of this agreement to which he may be subject at the date of such re-entry.

(b) that the Landlord shall not re-enter upon the premises for a breach of any term of this agreement other than non-payment of rent or failure to cultivate the land demised for a period of one year, unless notice of the breach has been served upon the tenant and the tenant has during the period of one month from the date of notice failed to comply with the terms thereof.

11. Quietly to yield up the premises so let and all fixtures thereon the property of the Landlord at the expiration or sooner determination of the term hereby created in good and tenantable repair and clean condition and fit for occupation by the incoming tenant.

12. To allow the Landlord or his representative to inspect the premises at any reasonable time.
The Landlord hereby agrees:

1. That the Tenant shall be entitled to irrigate the said land with such water as may be found thereon provided that he shall conform to the terms of the Antimalarial Ordinance and shall submit any plans for new works of irrigation to the Landlord and that he shall not obstruct any water-course or interfere with the free flow of water to adjacent lands that have hitherto enjoyed the use of such water except with the previous written consent of the Landlord.

2. That the Tenant paying the rent and performing the conditions hereinbefore contained shall quietly hold and enjoy the premises during the tenancy without any unlawful interruption by the Landlord.

In witness whereof the parties hereto set their hands the day and year first above mentioned.

Signed by the Landlord

Sgt. Herbert Samuel

in the presence of

W. Bentwich

Signed by the Tenant



in the presence of



LAND DEPARTMENT, JERUSALEM.

X. 1. Land Dept No _____

X. 2. File No 15/Tul/40

X. 3. Reference No _____

4. Finance No _____

5. Land Registry No _____
and date _____

6. District _____

7. Sub-District. _____

8. Village or Town. _____

9. Whether Mudawara, Mahloul
or Mewat etc. _____10. Name of Property. Ruined Stable11. Nature of Property. Bldg. hv. 9.

12. Situation. _____

13. Boundaries. _____

North Road.South Bayarat El Jayous.East Road.West Road.

14. Area. _____

15. If buildings state accommodation. _____

* 16. If leased please fill in following:—

a. Number and date of Agreement
or lease. _____

b. Name and address of Tenant. _____

c. Rent. _____

d. How payable. _____

e. Commencement of Term. _____

f. End of Term. _____

g. Who liable for repairs. _____

17. Remarks. _____

X. for use of Land Department.

* If Agreement or lease attached embodying these particulars replies to these questions need not be filled in.

